



**Agenda
City of Cocoa
Regular Meeting**

**February 25, 2025
6:00 PM**

65 Stone Street, Cocoa, FL 32922

I. Opening Matters:

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

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of February 25, 2025.
2. Minutes: Special Meeting of December 23, 2024.
3. Minutes: Regular Meeting of January 14, 2025.

III. Awards and Presentations:

1. Proclamation: Proclaiming Saturday, April 5th, 2025 as an Arbor Day Event.

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 Cooperative Purchasing Agreement with Cintas Inc. for Uniform Rentals and other Workplace Solutions based off the Omnia Partners/University of Nebraska Contract # 001299
2. Requesting a road closure date change and a road closure request outside of

the CBD.

3. Accept Amendment Number 1 to Grant Agreement No.24PLN48 between the Florida Department of Environmental Protection (FDEP) and the City of Cocoa related to the additional services provided for the Vulnerability Assessment grant. Authorize the City Manager to execute the agreement. Approve a Budget Resolution to Amend the FY25 Budget, BAF # 25-041-A, in the amount of \$11,300 for the additional funding related to the additional services provided by the consultant.
4. To Approve a Sole Source Purchase of a Vapex™ Radical Odor Control System for the Jerry Sellers Water Reclamation Facility from Vapex Environmental Technologies of Cocoa, Florida, in the amount of \$155,000. Approve a Resolution to Waive Competitive Bidding, a Resolution for Project Contingency, and authorize the City Manager to sign any agreements, purchase orders, and change orders up to the authorized amount.
5. Authorize City Manager to issue purchase orders for six new vehicles utilizing available Cooperative Purchasing Agreements in accordance with the City's purchasing policy. Approve BAF# 25-040-T, shoring up the project budgets.
6. Consideration of Financial Request from Cocoa High School (School District of Brevard County)
7. Announcement of Travel for Mayor Blake and City Manager Stockton Whitten to Washington D.C. from March 5th - March 7th, 2025.
8. Approve a Resolution Amending the FY25 Budget, BAF#25-039-A, in the amount of \$200,000 from Assigned Fund Balance for Economic Incentives for the following projects: NEPA Environmental Analysis for the FSP Grant for the Brightline Station, Design for the Brightline Station, and conservation credits needed for the surrounding land.
9. To Approve the Final Ranking of the Firms for RFQ Q-25-03-COC, Engineering Services for the Pineda Causeway Phase 2 Water Main Design Project; To Authorize the City Manager and City Attorney to Negotiate and Execute a Multi-Year Contract with the Top-Ranked Firm, and with the Second-Ranked Firm if Negotiations with the Top-Ranked Firm are Unsuccessful, in an Amount Not to Exceed \$1,335,000 for Design Services.

VI. Public Hearings:

1. Cirrus Final Plat

VII. Council Business:

1. Travel Authorization for IEMO Conference Attendance

VIII. City Business:

1. To Provide Direction to Staff for Funding and New Policies, if Necessary, for the Indian River Drive Septic to Sewer Conversion.

IX. Informational Agenda:

1. In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority...
2. In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.
3. FY 2025 January Budget Adjustment Report
4. Informational Only - The City of Cocoa's Open Board Vacancies.
5. Bi-Weekly Report for February 6 - February 20, 2025.

X. Reports:

XI. Adjournment:

XII. Notice to the Public:

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

1. <https://tinyurl.com/s5e875r> or
2. <https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369D354-4FAB-800A-57D0AEE30153&Mode=MainBody>

However, the City is not responsible for technical difficulties that may occur while attempting to

view or listen to the meeting on the internet.

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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: February 4, 2025
Agenda Date: February 25, 2025
File ID: 2025-117
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Approve the February 25, 2025 Regular City Council meeting agenda as written or with amendments.

BACKGROUND:

N/A

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:



**Agenda
City of Cocoa
Regular Meeting**

**February 25, 2025
6:00 PM**

65 Stone Street, Cocoa, FL 32922

This Agenda may be Amended up until or at the Meeting

I. Opening Matters:

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

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of February 25, 2025.
2. Minutes: Special Meeting of December 23, 2024.
3. Minutes: Regular Meeting of January 14, 2025.

III. Awards and Presentations:

1. Proclamation: Proclaiming Saturday, April 5th, 2025 as an Arbor Day Event. (2025-141). (Mayor Blake)

IV. Delegations:

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

V. Consent Agenda:

1. Approve Cooperative Purchasing Agreement with Cintas Inc. for Uniform Rentals and other Workplace Solutions based off the Omnia Partners/University of Nebraska Contract # 001299. (2025-134). (Finance Director)

2. Requesting a road closure date change and a road closure request outside of the CBD. (2025-136). (Comm. & Economic Development Director)
3. Accept Amendment Number 1 to Grant Agreement No.24PLN48 between the Florida Department of Environmental Protection (FDEP) and the City of Cocoa related to the additional services provided for the Vulnerability Assessment grant. Authorize the City Manager to execute the agreement. Approve a Budget Resolution to Amend the FY25 Budget, BAF # 25-041-A, in the amount of \$11,300 for the additional funding related to the additional services provided by the consultant. (2025-137). (Community Services Director)
4. To Approve a Sole Source Purchase of a Vapex™ Radical Odor Control System for the Jerry Sellers Water Reclamation Facility from Vapex Environmental Technologies of Cocoa, Florida, in the amount of \$155,000. Approve a Resolution to Waive Competitive Bidding, a Resolution for Project Contingency, and authorize the City Manager to sign any agreements, purchase orders, and change orders up to the authorized amount. (2025-140). (Utilities Director)
5. Authorize City Manager to issue purchase orders for six new vehicles utilizing available Cooperative Purchasing Agreements in accordance with the City's purchasing policy. Approve BAF# 25-040-T, shoring up the project budgets. (2025-151). (Public Works Director)
6. Consideration of Financial Request from Cocoa High School. (2025-170). (Administrative Services Director)
7. Announcement of Travel for Mayor Blake and City Manager Stockton Whitten to Washington D.C. from March 5th - March 7th, 2025. (2025-172). (City Manager)
8. Approve a Resolution Amending the FY25 Budget, BAF#25-039-A, in the amount of \$200,000 from Assigned Fund Balance for Economic Incentives for the following projects: NEPA Environmental Analysis for the FSP Grant for the Brightline Station, Design for the Brightline Station, and conservation credits needed for the surrounding land. (2025-175). (Comm. & Economic Development Director)
9. To Approve the Final Ranking of the Firms for RFQ Q-25-03-COC, Engineering Services for the Pineda Causeway Phase 2 Water Main Design Project; To Authorize the City Manager and City Attorney to Negotiate and Execute a Multi-Year Contract with the Top-Ranked Firm, and with the Second-Ranked Firm if Negotiations with the Top-Ranked Firm are Unsuccessful, in an Amount Not to Exceed \$1,335,000 for Design Services. (2025-126). (Utilities Director)

VI. Public Hearings:

1. Cirrus Final Plat. (2025-127). (Planner)

VII. Council Business:

1. Travel Authorization for IEMO Conference Attendance. (2025-171). (Administrative Services Director)

VIII. City Business:

1. To Provide Direction to Staff for Funding and New Policies, if Necessary, for the Indian River Drive Septic to Sewer Conversion. (2025-176). (City Manager)

IX. Informational Agenda:

1. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (2025-157). (Finance Director)
2. Data showing the relation between the estimated and actual income and expenses to date. (2025-158). (Finance Director)
3. FY 2025 January Budget Adjustment Report. (2025-159). (Finance Director)
4. Informational Only - The City of Cocoa's Open Board Vacancies. (2025-162). (Administrative Services Director)
5. Bi-Weekly Report for February 6 - February 20, 2025. (2025-169). (City Manager)

X. Reports:

XI. Adjournment:

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CITY COUNCIL AGENDA ITEM

Memo Date: February 4, 2025
Agenda Date: February 25, 2025
File ID: 2025-118
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Approve the December 23, 2024 Special City Council meeting minutes as written or with amendments.

BACKGROUND:

N/A

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

MINUTES
City of Cocoa
Special Meeting of The City Council

December 23, 2024

A Special City Council Meeting was held on Tuesday, December 23, 2024, 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 10:04 a.m.

Councilmember Hearn provided the invocation and Deputy Mayor Weeks led the assembly in the Pledge of Allegiance.

The Recording Secretary took the roll.

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

ABSENT:	Lorraine Koss	Councilmember
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OTHER STAFF MEMBERS PRESENT:

Charlene Neuterman, Community Services, Evander Collier, IV, Police Chief; Director; Rob Beach, Chief Technology Officer; Corbin Gilbert, Help Desk Support Tech; and Jennifer Webster, Senior Planner.

II. Approval of Agenda and Minutes:

1. Agenda: Special Meeting of December 23, 2024. (24-720).

- * **MOTION by Councilmember Hearn Seconded by Deputy Mayor Weeks to approve the December 23, 2024, Special City Council meeting agenda as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn

THE MOTION CARRIED UNANIMOUSLY (4-0)

III. Awards and Presentations:

IV. Delegations:

V. Consent Agenda:

VI. Public Hearings:

VII. Council Business:

1. Provide direction to staff to prepare an ordinance to update and amend Appendix A, Art XIII, Sec. 20- Alcoholic Beverages.

City Manager Whitten reminded the public that this is an emergency situation involving a City-wide modification to the code. There are a number of moving parts, but the city needs to sync with Florida Statutes.

Jennifer Webster, City Planner, provided information on the item via a power point¹. This is a request to prepare an ordinance update for Alcoholic Beverage Sales. She outlined the details of the request in order to be consistent with Florida Statutes 562.45.

She discussed the current ordinance and recommended changes. Discussion ensued regarding current restrictions on bars/lounges, however there were not any for liquor stores. Additionally, there are distance requirements.

Councilmember Goins asked for clarification. In response, Ms. Webster explained that currently measurements are from building to building, however the update would change it to property line to property line.

City Manager Whitten further added that the language for parks and playgrounds is included for bars in the Code but staff wants to add parks and playgrounds to address liquor stores as well.

Exhibit 1 – Request to Prepare Ordinance Update: Alcoholic Beverages Sales

Deputy Mayor Weeks asked for clarification and Ms. Webster explained that this excludes Cocoa Village Overlay District. City Manager Whitten added that this includes grocery stores as well.

Ms. Webster stated they would also update the distance from 300 to 500 feet from schools and would add that with regard to package stores and playgrounds/parks.

Once the Ordinance is prepared, it would go to Planning and Zoning Board as soon as possible.

City Manager mentioned convenience stores and a clear definition of them. Ms. Webster stated that would be provided with the writing of the ordinance.

Assistant City Attorney Eick explained the item and how it would affect current businesses, how a restaurant plays out and how food comes into play.

City Manager Whitten reiterated these changes help keep consistency and put the City in line with Florida Statutes.

City Manager Whitten stated, for the public, this approval would include all the recommendations that are in power point. Staff is requesting the following:

Approve direction to staff to prepare an ordinance to amend Appendix A, Art XIII, Sec. 20 - Alcoholic Beverages, to at a minimum:

- Update the Code to be consistent with F.S. 562.45 regarding the 500-foot distancing requirements from public or private elementary schools, middle schools, or secondary schools and locations for on-premises consumption of alcohol.
- Impose a minimum 300-foot separation distance between liquor stores/package stores (which shall not include grocery stores or convenience stores) and schools, churches, parks and playgrounds, and residential zones;
- Impose a minimum 300-foot separation distance between locations for on-premise consumption of alcohol and parks and playgrounds.
- Amend the method of measuring separation distances under Appendix A, Art. XIII, Sec. 20 – Alcoholic Beverages.
- Approve direction to staff not to issue permits or Business Tax Receipts, or approve applications for building permits, development orders, or other land use permits within the City which would conflict with the pending amendments.

* **MOTION by Councilmember Hearn; Seconded by Deputy Mayor Weeks to provide direction to staff to prepare an ordinance to update and amend Appendix A, Art XIII, Sec. 20-Alcoholic Beverages. This includes the 5 recommendations included in the presentation.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn

THE MOTION CARRIED UNANIMOUSLY (4-0)

VIII. City Business:

IX. Informational Agenda:

X. Reports:

Councilmember Goins mentioned a previous item council approved regarding the addition of stop signs and those signs have already been installed. He also thanked utilities for their swift response to repair his water line.

XI. Adjournment:

*** MOTION by Deputy Mayor Weeks; Seconded by Councilmember Hearn to adjourn the Special meeting of December 23, 2024.**

AYES: Blake, Weeks, Goins, Hearn

THE MOTION CARRIED UNANIMOUSLY (4-0)

The meeting adjourned at 10:38 a.m.

Michael C. Blake, Mayor

ATTEST:

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

CITY COUNCIL AGENDA ITEM

Memo Date: February 14, 2025
Agenda Date: February 25, 2025
File ID: 2025-160
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Approve the minutes for the Regular meeting of January 14, 2025 as written or with amendments.

BACKGROUND:

N/A

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

MINUTES
City of Cocoa
Regular Meeting of The City Council

January 14, 2025

A Regular City Council Meeting was held on Tuesday, January 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 6:05 p.m.

Councilmember Goins provided the invocation, and Paul Kamus led the assembly in the Pledge of Allegiance.

The City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	Lavander Hearn	Deputy Mayor
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Patricia Weeks	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; Samantha Senger, Communications and Economic Development Director; Dara Hennessey, Deputy Chief; Evander Collier, Police Chief; Jack Walsh, Utilities Director; Tammy Gemmati, Administrative Services Director; Robert Beach, Chief Technology Officer; Corbin Gilbert, Help Desk Support Tech; and Jennifer Webster, Planner.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of January 14, 2025. (2024-179).

- * **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Koss to approve the agenda for the Regular City Council meeting of January 14, 2025 as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Minutes: (a) Regular Meeting of September 10, 2024. (2024-180).

- * **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Koss to approve the minutes for the Regular City Council meeting of September 10, 2024 as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Minutes: (a) Regular Meeting of October 8, 2024. (2025-36).

- * **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Koss to approve the minutes for the Regular City Council meeting of October 8, 2024 as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

IV. Delegations:

Paul Kamus, 116 Olive St., Cocoa, mentioned he is now serving on the City's General Employees' Pension Board and asked Council if there have been any updates for a H2O emergency number. He'd like to bring an update forward to the pension board.

In response, Mayor Blake shared that he has passed along the suggestion to the State. City Manager Whitten clarified that this would be a federal application, and the process

would need to be presented to a Federal Agency that approves three-digit designations.

Willy Wade, 3025 Dunhill Dr., Cocoa, shared that he has been a citizen since 1989 and has a concern that he'd like to present. He lives in Cocoa North and has noticed a lot of trash and litter around recently. He talked about the exit off I-95 near the Post Office along SR524, as well as Cox Road to Industry Road and east of SR528. He shared that he has a meeting with Gary on Thursday morning to discuss the trash issue.

Ted Fore, 1700 Freda Trail, Brevard County, asked if there was an update on the water pump since the last time he spoke at Council. In response, City Manager Whitten stated that it is still under research and review due to the holidays.

Scott Billue, 825 Forrest Ave., Cocoa, talked about House Bill 1365 and shared that Amber Carroll from Brevard Homeless Coalition recently reached out to him to see if Matthew's Hope would be willing to take the lead on an initiative to help shelter the homeless with three greyhound type buses that would offer a place of temporary rest. He added that they are not an Uber service and will return individuals to the places they were originally picked up from.

He would like to park the buses on their private property when not in use and are asking Council's support and cooperation.

Councilmember Hearn pointed out that there are details that need to be brought before the Council and this needs to be a robust conversation.

Mayor Blake asked Councilmember Hearn if he has spoken to any of the merchants in the Village. In response, Councilmember Hearn stated that he hasn't but thinks that is a good point.

Councilmember Goins asked if Matthew's Hope needs permission to park an empty bus on their own property. In response, City Attorney Garganese provided clarification to the question.

Councilmember Goins added that the elephant in the room is that there are concerns that Matthew's Hope will start allowing the homeless to spend the night on these buses on the property. He pointed out that he understands those concerns and received a text about it earlier today.

Mayor Blake asked Council to learn the ins and outs of the contract and understand all the pieces of the puzzle before making a well-informed decision.

Sharlene Dewitz, 825 Forrest Ave., Cocoa, shared that Matthew's Hope has had a very positive partnership with the Cocoa Police Department and the Fire Department and thanked them for their professionalism.

Additionally, she shared that she is surprised about the comments made about the merchants in Cocoa Village because she feels that this would be beneficial to them. They have about 3,000 people registered and about 1,500 of those people are already staying here in Cocoa. She shared that the City would be serving its own people.

Shelley Bradford, 825 Forrest Ave., Cocoa, noted that she doesn't want to drag out the conversation, but reiterated that a decision needs to be made fairly quickly as they are on a tight deadline.

Shannon Diaz, 825 Forrest Ave., Cocoa, is the Orange County Matthew's Hope Manager, and talked about her sobriety journey. She explained that a good night's sleep might change someone's life and allow them to put their best foot forward. She believes that this may not solve all of the homeless problems but would be a step in the right direction.

Sarah Dewitz, 825 Forrest Ave., Cocoa, talked about the benefits of a good night's sleep in a safe place. She spoke about physical and mental health impacts and the importance of safety. She spoke about HB 1365 and the message it sends to the homeless that they are not wanted. She believes that the dignity buses will make a difference. They are not asking for permission, but rather Council's support.

Anita Gibson, 451 Stone St., Cocoa, talked about some of her neighbors and that they feel discouraged from coming to meetings because they believe the City will not address their concerns. She talked about the importance of staying involved in the community and keeping the community clean.

V. Consent Agenda:

1. Sewer Field Operations Cured in Place Pipe Rehabilitation Services and Sanitary Sewer Cleaning (Insituform Technologies Inc.) (2024-181). (Utilities Director)
2. Approve a Sole Source Resolution for Exemption from Competitive Bidding to purchase portable and mobile radios and programming services from Communications International for the Police Department and execute all applicable agreements for this purchase, in the amount of \$598,284. (2024-216). (Police Chief)
3. Approve a Resolution Amending the FY25 Budget, BAF#25-020-A, for the Acceptance of Grant Revenue 15PBJA-24-GG-04542-JAGX Bureau of Justice Assistance Grant (JAG) local solicitation, in the amount of \$15,653 and Approve the Expenditures for Overtime and Recruitment Supplies. (2024-223). (Police Chief)
4. Overview of Total State and Local Fiscal Recovery Funds (SLFRF) / American Rescue

Plan Act (ARPA) spending and Request for Approval to Transfer Associated Funding to Replenish Annual Paving Budget. (2024-254). (Finance Director)

5. Approve Second Addendum to Telecommunication Tower Collocation Agreement with T-Mobile South LLC (Tank Island Site - Merritt Island) (2025-33). (City Attorney)
 6. Approve a multi-year contract for Auction Services with George Gideon Auctioneers piggybacking off the Volusia County Agreement No. 24-B-184KW. (2024-253). (Finance Director)
- * **MOTION by Councilmember Hearn; Seconded by Councilmember Goins to approve the Consent agenda.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

1. Ordinance No. 13-2024. Second reading amending the Zoning Ordinance of the City of Cocoa to add Major Recreational Equipment Sales and Rental and limited types of Commercial Vehicle and Heavy Equipment Sales and Rental to the list of permitted uses in the General Commercial (C-G) zoning district and establishing conditions for such use. (2025-10). (Planner)

City Attorney Garganese announced that this is the Second and Final Reading of Ordinance No. 13-2024 and read the title into the record as follows:

Ordinance No. 13-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE ZONING ORDINANCE OF THE CITY OF COCOA TO ADD MAJOR RECREATIONAL EQUIPMENT SALES AND RENTAL AND LIMITED TYPES OF COMMERCIAL VEHICLE AND HEAVY EQUIPMENT SALES AND RENTAL TO THE LIST OF PERMITTED USES IN THE GENERAL COMMERCIAL (CG) ZONING DISTRICT AND ESTABLISHING CONDITIONS FOR SUCH USE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Webster shared 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 No. 13-2024 on Second and Final Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Ordinance No. 15-2024. Second Reading of an Ordinance amending the official zoning map designation of sixteen (16) parcels of real property, totaling 8.36 acres, more or less, and generally located adjacent to State Road 520 near the intersections with Virginia Avenue, Ruth Street, and Aurora Street, in Cocoa, Florida, more particularly depicted and described on exhibit "A" attached hereto, from Brevard County Single-family Residential (RU-1-9), General Retail Commercial (BU-1), and Retail, Warehousing & Wholesale Commercial (BU-2) to City of Cocoa General Commercial (C-G). (2025-12). (Planner)

City Attorney Garganese announced that this is the Second and Final Reading of Ordinance No. 15-2024 and read the title into the record as follows:

Ordinance No. 15-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF SIXTEEN (16) PARCELS OF REAL PROPERTY, TOTALING 8.36 ACRES, MORE OR LESS, AND GENERALLY LOCATED ADJACENT TO STATE ROAD 520 NEAR THE INTERSECTIONS WITH VIRGINIA AVENUE, RUTH STREET, AND AURORA STREET, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY SINGLE-FAMILY RESIDENTIAL (RU-1-9), GENERAL RETAIL COMMERCIAL (BU-1), AND RETAIL, WAREHOUSING & WHOLESALE COMMERCIAL (BU-2) TO CITY OF COCOA GENERAL COMMERCIAL (C-G); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Webster stated 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 No. 15-2024 on Second and Final Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Ordinance No. 14-2024. Second reading of an ordinance adopting a large scale Comprehensive Plan text amendment; amending a policy in the future land use element related to the mixed-use future land use category, establishing the authorized uses permitted on the ground floor of a mixed use building, such mixed-use buildings being eligible for residential density bonuses generally of an additional five (5) dwelling units per acre for vertical mixed-use buildings and up to 125 dwelling units per acre for vertical mixed- use projects in the very limited geographical area identified in Policy 1.1.2.6 of the Comprehensive Plan and requiring a development agreement by the city council under certain terms and conditions deemed necessary and acceptable to the City Council. (2025-11). (Planner)

City Attorney Garganese announced that this is the Second and Final Reading of Ordinance No. 14-2024 and read the title into the record as follows:

Ordinance No. 14-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; AMENDING A POLICY IN THE FUTURE LAND USE ELEMENT RELATED TO THE MIXED-USE FUTURE LAND USE CATEGORY, ESTABLISHING THE AUTHORIZED USES PERMITTED ON THE GROUND FLOOR OF A MIXED USE BUILDING, SUCH MIXED-USE BUILDINGS BEING ELIGIBLE FOR RESIDENTIAL DENSITY BONUSES GENERALLY OF AN ADDITIONAL FIVE (5) DWELLING UNITS PER ACRE FOR VERTICAL MIXED-USE BUILDINGS AND UP TO 125 DWELLING UNITS PER ACRE FOR VERTICAL MIXED-USE PROJECTS IN THE VERY LIMITED GEOGRAPHICAL AREA IDENTIFIED IN POLICY 1.1.2.6 OF THE COMPREHENSIVE PLAN AND REQUIRING A DEVELOPMENT AGREEMENT BY THE CITY COUNCIL UNDER CERTAIN TERMS AND CONDITIONS DEEMED NECESSARY AND ACCEPTABLE TO THE CITY COUNCIL; 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.

City Attorney Garganese added that the State provided technical guidance on other unrelated topics not directly related to this amendment, but guidance that staff has reviewed. This Ordinance is now ready for Council's consideration on Second and Final Reading.

Ms. Webster reiterated that no changes have been made to this amendment.

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 Ordinance No. 14-2024 on Second and Final Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Hearn, Goins

NAYES: Koss

THE MOTION CARRIED (4-1)

VII. Council Business:

1. Council approval on the updates to the UpStart Cocoa Minority and Small Business Program to foster the growth of small businesses in the City of Cocoa and approval of Budget Adjustment to roll over allocated funds from previous years. (2024-243). (Comm. & Econ. Dev. Director)

Ms. Senger talked about the adjustments staff is requesting and wished to point out an error on the BAF.

The changes include:

- a) Updating throughout the document from Office of Economic Development to Communication and Economic Development Department. This is just a change in Department name.
- b) Changing eligible businesses from brand new businesses to any business in Cocoa that is less than three years old with 10 employees or less and any business in Diamond Square area that is less than five years old with 10 employees or less unless the business is relocating into the area. This is to be able to assist a wider range of new businesses. If a business is less than 5 years old, they likely still need assistance with ensuring their success long-term. It also allows us to reach businesses in the Diamond Square community that already have a location. Many new businesses struggle to find available locations in Diamond Square.
- c) Allowing eligible businesses to reapply for the program if they weren't selected after 6 months instead of one year. This allows the applicant to get feedback from the committee and make the needed adjustments and then reapply.
- d) Removing the requirement to submit a business plan with the application. Instead, we have added questions to the application that will provide most of the information from a business plan and the businesses will be working with weVENTURE to create a business plan if selected for the program. Much of what we were getting was not

helpful, so we broke out pieces of the plan and included it in the application to ensure we were getting good information that would be useful for the committee members.

- e) Added the option for eligible reimbursable expenses to include membership in the Space Coast Black Chamber of Commerce and the Hispanic Chamber of Commerce for one year. It previously just had the Cocoa Beach Regional Chamber of Commerce.
- f) Added the requirement for each applicant to meet with a representative of the Small Business Development Council (located on the Cocoa campus of Eastern Florida State College) prior to meeting with the committee members. The SBDC representative will help the applicant better prepare for the applicant's meeting with the review committee. Ultimate selection will still be up to the committee.

Victoria Jones, 3070 Cirrus Dr., Cocoa, spoke as a resident of the City of Cocoa and also as a representative of the Space Coast Black Chamber. She asked Council to table this item to allow a round table discussion with residents and to allow taxpayers the opportunity to provide feedback.

Additionally, she shared that she sent an email to all of Council at the end of December and urged them to act ethically.

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

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

- 2. Consideration of the 2025 City Council meeting date additions and cancellations. (2025-25). (Administrative Services Director)

Ms. Gemmati explained that this is an annual item that helps staff set up the meeting calendar for the year. She added that a few issues have been brought to staff's attention after the item was written and staff will need some clarification.

Specifically, Council needs to determine a meeting date in March due to some conflicts with upcoming conferences that Council may want to attend.

The City Council agreed to a Special Meeting on Tuesday, March 18th at 6pm.

Ms. Gemmati also pointed out that the State of the City meeting proposed for October 14, 2025 also conflicts with a Regular City Council meeting. City Manager Whitten added that a decision on that meeting date can be made at a later date and does not need to be decided tonight.

- * **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Hearn to approve the item with the recommended changes to cancel both Regularly scheduled Council meetings for March, schedule a Special City Council meeting on Tuesday, March 18, 2025 and to cancel the State of the City Meeting on Tuesday, October 14, 2025 which will be rescheduled at a later date.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. City Business:

1. Brevard County Interlocal Agreements for Billing Fees Related to FA and SA. (2024-237). (Finance Director)

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

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. Informational Agenda:

1. FY 2025 November Budget adjustments. (2024-238). (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. (2024-239). (Finance Director)
3. In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (2024-240). (Finance Director)
4. Finance Department is providing details related to FY24 Surplus Revenue from Auction Sales. (2024-241). (Finance Director)
5. Report to Council of the Local Preference Award Listing for FY24. (2024-242). (Finance Director)
6. Bi-weekly Report from December 6, 2024 - January 9, 2025. (2025-37). (City Manager)

7. Informational Only - The City of Cocoa's Open Board Vacancies. (2025-38). (Administrative Services Director)

X. Reports:

Ms. Senger reminded everyone that the Annual Economic Development event is tomorrow night at 4pm at the Cocoa Civic Center.

Ms. Neuterman shared that the historic restoration of the windows and doors at the Harry T. Moore Center is now complete.

City Manager Whitten shared that the Space Coast TPO has been awarded almost five million dollars in rail crossing elimination grants to enhance safety at seven rail crossings.

Councilmember Koss shared that she was planning her Town Hall meeting on Tuesday, March 18th but will be looking to reschedule to a new date to accommodate the Special City Council meeting.

Councilmember Hearn shared a photo of a large pile of trash and furniture piled up along the road, left outside by a landlord in front of their property. He has seen this happen time and time again and will no longer stand for it. He would like to see swift action taken and would like Council to come up with a policy to address blatant disrespect from some of the landlords and property owners in the City. He would like the policy to allow Code Enforcement to take immediate action on issues such as this.

Councilmember Goins agreed and suggested that staff possibly look at how other City's are handling these types of issues. He added that Waste Management will not pick up trash and furniture piled up like that and Code Enforcement should be able to put out a roll-over notice to get it picked up immediately.

City Manager Whitten shared that he, along with Ms. Senger, had a meeting with Waste Management this morning to discuss bulk and yard waste. Discussion was held at this meeting to eliminate the process of having to call in yard waste and bulk pickup, but rather just have a regularly scheduled service, just as regular waste is picked up weekly. He added that there is a cost associated with this service, but an item will be brought back to Council at a later date once more information is available.

Deputy Mayor Weeks shared some photos from events she recently attended, including the 100 Year Anniversary for the Cocoa Rotary Club, a turkey distribution event and the Fun Day event she attended with the Mayor.

Lastly, she wished everyone a Happy New Year and thanked staff for their professionalism and assistance since she's been on the Council.

XI. Adjournment:

- * **MOTION by Mayor Blake; Seconded by Councilmember Goins to adjourn the Regular meeting of January 14, 2025.**

AYES: Blake, Weeks, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:00 p.m.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, CMC, City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date: February 12, 2025
Agenda Date: February 25, 2025
File ID: 2025-141
Prepared By: Shawny Chung, Contract Technician
Through: Abigail Morgan, Public Works Director
Requested Action: Proclamation: Proclaiming Saturday, April 5th, 2025 as an Arbor Day Event

BACKGROUND:

N/A

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:



PROCLAMATION

***WHEREAS**, the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and*

***WHEREAS**, Arbor Day is now observed throughout the nation and the world; and*

***WHEREAS**, trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife; and*

***WHEREAS**, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and*

***WHEREAS**, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and*

***WHEREAS**, trees, wherever they are planted, are a source of joy and spiritual renewal.*

***NOW, THEREFORE**, I, Mayor Michael C. Blake, on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim April 5, 2025 as:*

"The Arbor Day Event"

In the City of Cocoa and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands.

***WHEREFORE**, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 20th day of February, 2025.*

Mayor

ATTEST:

City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date: February 7, 2025
Agenda Date: February 25, 2025
File ID: 2025-134
Prepared By: Brian Dale, Purchasing Manager
Through: Rebecca Bowman, Finance Director
Requested Action: Approve a multi-year Cooperative Purchasing Agreement with Cintas Inc. for Uniform Rentals and other Workplace Solutions based off the Omnia Partners/University of Nebraska Contract # 001299. Authorize the City Manager to execute contract amendments, agreements for additional services and issue purchase orders up to the approved budget amount in each Fiscal Year

BACKGROUND:

The City has been using Cintas Inc. for uniform rental services for City Operating and Field Service staff since October 2021. The contract was based off of Omnia partners agreement R-BB-19002 where Prince William County Public Schools acted as the lead agency .

In addition to providing uniforms, Cintas also provides City staff with the following services:

- Monthly maintenance of eyewash stations
- Restocking of first aid and safety supplies
- CPR and other safety training courses

The existing 5-year term agreement with Cintas will expire at the end of this fiscal year. However Cintas has offered a new contract with more advantageous terms and pricing. City Staff recommends terminating the existing agreement and replacing it with a new 5-year term agreement which will be utilizing the Omnia Partners agreement 001299 where the University of Nebraska acted as the lead agency. This contract provided fixed unit pricing for garment rentals, safety equipment maintenance, first aid supplies, as well as other workplace solutions offerings. There is an annual escalation clause allowing for annual price increases not to exceed the lesser of 3% or the annual US DOL BLS CPI-U index.

The City Manager or delegated department manager is authorized to approve modifications to the level of service provided for within the Cintas agreement, i.e. changes to quantities and/or sizes of uniform rentals but must remain within the overall total annual cost authorization for each fiscal year.

The agreement with Cintas will remain active from the date of execution for the period of sixty (60) months. The City Manager will have authority to authorize new services, execute amendments and issue purchase orders up to the authorized budget amount

each fiscal each year the agreement is active.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted? Budgeted for FY25. Budgets for Fiscal Years 2026-2030 subject to adoption
If not budgeted, is amendment / transfer attached? N/A

Source/Use of Funds

Location	Account	FY25 Budget	Notes
Streets	001-3510-541-52-00	\$3,700.00	Uniform Rental
Grounds	001-3520-572-52-00	\$5,000.00	Uniform Rental
Fleet	001-3540-519-52-00	\$4,000.00	Uniform Rental
Facilities	001-3560-519-52-00	\$4,100.00	Uniform Rental
Stormwater	423-3570-538-52-00	\$3,200.00	Uniform Rental
Public Works		\$20,000.00	
W/S Field Svcs	421-1515-536-52-00	\$15,496.00	Uniform Rental
WT Lab - Admin	421-4010-536-52-00	\$1,761.00	Uniform Rental
Dyal	421-4020-536-52-00	\$20,800.00	Uniform Rental
Dyal	421-4020-536-52-00	\$7,516.80	Maintenance Eyewash Stations
Dyal	421-4020-536-52-00	\$1,500.00	Refill supplies for First Aid Cabinets
Water Field Ops	421-4025-536-52-00	\$20,677.00	Uniform Rental
W/S Water Recl	421-4120-536-52-00	\$10,666.00	Uniform Rental
Sewer Field Ops	421-4125-536-52-00	\$6,960.00	Uniform Rental
Warehouse	421-1506-536-52-00	\$1,000.00	Uniform Rental
Utilities		\$86,376.80	
Subtotal		\$106,376.80	
Contingency	15%	\$15,956.52	Allowance for pricing increase, staffing increases, uniform loss

Total		\$122,333.32	
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PREVIOUS ACTION:

On November 29, 2022 City Council authorized an increased cost limitation to the contract amount under agenda item 22-664

On July 8, 2020 City Council Approved the City to enter into a Cooperative Purchasing Agreement between Prince William County Public Schools and Cintas, Contract No. R-BB-19002 for uniform rentals and laundering services.

RECOMMENDED MOTION:

Workplace Solutions Cooperative Acceptance Agreement



Location #: 149

Contract #: 210732567

Customer #: All Sold To's

Main Corporate Code → Omnia Nebraska Rental/FS MLA CC #13897 MLA Agreement #211011348

GPO CC #13897 GPO Agreement #211011196

Date:

Customer/Participating Agency: City of Cocoa

("Customer")

Phone:

Address: See location listings below

City: Cocoa

State: FL

Zip:

UNIFORM PRODUCT RENTAL PRICING:

ITEM #	DESCRIPTION	STANDARD ITEM	UNIT PRICE	LOSS/DAMAGE REPLACE. VALUE
	See attached Pricing List	☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		

Space for additional entries provided on page 5

This Workplace Solutions Cooperative Acceptance Agreement (this "Acceptance Agreement") is effective as of the date of execution for a term of 60 months from the date of installation or renewal (the "Term").				
Standard Name Emblem	\$	ea	Standard Agency Emblem	\$ ea
Custom Agency Emblem	\$	ea	Embroidery	\$ ea
Uniform Advantage	Item: .042			\$ ea per week
Premium Uniform Advantage	Item: .022			\$ ea per week
Emblem Advantage	Item: .032			\$ ea per week
Prep Advantage	Item: .032			\$ ea per week
Minimum Charge	\$35 per delivery or 50% of initial invoice (the greater of the two).			
Make-Up Charge	\$	3.05	per garment	
Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium			\$	.36 per garment
Under no circumstances will Cintas accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.				
Artwork Charge for Logo Mat	\$			
Payment Terms: Net 45				
Size Change	Customer agrees to have employees measured by a Cintas representative using garment "size samples" or Cintas TruFit. A charge of \$5.00 per garment will be assessed for employee's size changed within 4 weeks of installation.			
Other				

WORKPLACE SERVICES PRODUCTS PRICING:

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE

Space for additional entries provided on page 5

Automatic Lost Replacement Charge	Item:	% of inventory	\$	ea
Automatic Lost Replacement Charge	Item:	% of inventory	\$	ea

	CHECKBOX	INITIALS	DATE
Initial and check box if Unilease. All Garments will be cleaned by customer.	☐		
Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control.	☐		
Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values. (See Section 6 of Cintas General Service Terms Section).	☐		

Cintas Representative Initials: Customer Initials:

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS ACCEPTANCE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.

OMNIA PARTICIPATING PUBLIC AGENCIES TERMS

1. **Participating Public Agencies:** Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Cintas on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement available at <https://www.omniapartners.com/publicsector>.
2. **Dispute Resolution - Arbitration and Class Waiver:** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
 - a. **Arbitration Notice:** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Acceptance Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
 - b. **Arbitration Procedures:** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Acceptance Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for \$10,000 or less, Customer may choose for the arbitration instead to be conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
 - c. **Fees:** Arbitration fees will be assessed consistent with the AAA Rules.
 - d. **No Class Actions in Arbitration or in Any Court, No Jury Trial:** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
 - e. **Enforceability:** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
 - f. **Severability:** If any section or provision of this ¶ 2, Dispute Resolution - Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution - Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it is superseding a provision in the Master Agreement.

CINTAS GENERAL SERVICE TERMS SECTION

1. **Prices:** Customer agrees to rent from Cintas, and Cintas agrees to provide to Customer, all of Customer's requirements for uniform rental products and services at the prices listed in the Master Agreement, including annual price adjustments. An amendment to this Acceptance Agreement is not required when pricing in the Master Agreement is updated and adjusted. There will be a minimum charge of thirty-five dollars (\$35.00) or 50% of initial invoice (whichever is greater) per delivery (the "Minimum Stop Charge") for each Customer location required to purchase its rental services from Cintas as set forth in this Acceptance Agreement. The Minimum Stop Charge shall supersede any conflicting or different term in the Master Agreement.
2. **Buyback of Non-Standard Garments:** Customer has ordered from Company a garment rental service requiring garments that may not be standard to Company's normal rental product line or include direct embroidery or an unusual emblem placement. Non-standard items will also include standard garments that have been embroidered. Those non-standard products will be designated as such under Garment Description in the Uniform Product Rental Pricing Chart(s). In the event the Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement in whole or in part for any reason, the Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
3. **Garments' Lack of Flame Retardant or Acid Resistant Features:** Unless specified otherwise in writing by Cintas, the garments supplied under this Acceptance Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Cintas upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Acceptance Agreement require flame retardant or acid resistant clothing.
4. **Logo Mats:** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that Cintas has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
5. **Adding Employees:** Additional employees and merchandise may be added to this Acceptance Agreement at any time upon written or oral request by the Customer to Cintas. Any such additional employees or merchandise shall automatically become a part of and subject to the terms of this Acceptance Agreement. If such employees are employed at a Customer location that is then participating under this Acceptance Agreement, the Customer shall pay Cintas the one-time preparation fee indicated on the Master Agreement and / or outlined above. Customer shall not pay Cintas any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
6. **Emblem Guarantee:** If Customer has requested that Cintas supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"), Cintas will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that Cintas allocated to Customer at the price indicated on the Master Agreement and / or outlined above of this Acceptance Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Cintas and Customer and noted on the Master Agreement and / or outlined above.
7. **Terminating Employees:** Subject to the provisions of this Acceptance Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to Cintas but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Cintas.
8. **Replacement:** In the event any merchandise is lost, stolen or is not returned to Cintas, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said merchandise at the then current Loss/Damage Replacement Values.
9. **Additional Customer Locations:** Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to the greater of thirty-six (36) months or the remainder of the Term for any individual Customer location added after the date of this Acceptance Agreement.

Cintas Representative Initials: _____

Customer Initials: _____

10. **Additional Items:** Additional Customer employees, products and services may be added to this Acceptance Agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this Acceptance Agreement is terminated early for convenience, the parties agree that the damages sustained by Cintas will be substantial and difficult to ascertain. Therefore, if this Acceptance Agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Cintas for non-payment by Customer at any time Customer will pay to Cintas, as termination charges and not as a penalty based upon the following schedule:
- If this Acceptance Agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 52 weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, Customer shall pay as termination charges equal to thirty-nine (39) weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, Customer shall pay as termination charges equal to twenty-six (26) weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience after thirty-six (36) months of service, Customer shall pay as termination charges of thirteen (13) weeks of rental service.
 - Customer shall also be responsible to return all of the merchandise allocated to such Customer locations terminating this Acceptance Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.
11. **No Federal Contractor:** As a material condition of this Agreement, Customer represents and warrants that: (a) this Agreement is not federally funded; (b) this Agreement does not constitute, and is not entered into to support a federal government contract, subcontract or third party contract; (c) Cintas does not hereby become a subrecipient, subgrantee, project participant, or third party contractor or subcontractor in relation to any contract with the federal government; and (d) by entering this Agreement, Cintas does not become obligated to comply with federal regulations or federal laws (including specifically the Service Contract Act), whether by virtue of such obligation flowing down from a contract between Customer and any third party, by virtue of federal funding being used in relation to this project, or otherwise. In the event that any of the foregoing is or becomes untrue, Cintas shall have the option to unilaterally terminate this Agreement.
12. **Prevailing Wage/Living Wage:** Customer represents and warrants that this agreement is not subject to laws pertaining to prevailing wages, living wages, or other wage and/or benefit requirements established by law ("Wage Statutes"). Customer agrees and acknowledges that it will not attempt to enforce any Wage Statutes in relation to this agreement and Customer hereby waives and releases Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority in relation to Cintas's failure to satisfy any such Wage Statute in relation to agreement.
13. **Customer Type:** Customer must select the appropriate response below:
Is Customer a United States federal government agency or instrumentality?
- ☐ Yes ☒ No (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
14. **Customer Funding Source:** Customer must select the appropriate response below:
Will Customer pay for the goods and services ordered under this Acceptance Agreement with any United States government funds?
- ☐ Yes ☒ No (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
15. **Additional Terms:** Customer must select the appropriate response below:
Does Customer require any additional terms and conditions to be incorporated into this Acceptance Agreement, or is Customer accepting the Agreement without additional terms?
- ☒ x Yes, additional terms required (If Yes, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
- ☐ No additional terms needed
16. I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Cintas Location #: 0149

By: Sara Silverman

Title: KAM

Accepted-GM:

Cintas Enterprise Account: ☐ Yes ☐ No

Cintas Enterprise Partner Name:

Customer Signature:

Print Name: Michael Blake

Print Title: Mayor

Email:

Customer Contact: Brian Dale, Purchasing Manager

Customer Contact Email: bdale@cocoafll.gov

Cintas Representative Initials: SS Customer Initials:

Accounts Payable Contact Billing Information



How should the Business Name read on the invoice? City of Cocoa

Do you have other sites/locations within your company that are set up for billing with Cintas? ☒ YES ☐ NO ☐

UNSURE Are you Tax Exempt? ☒ YES ☐ NO If Yes, where can I get a copy of your tax-exempt form? Request from Purchasing Division.

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name: Accounts Payable

Account Payable Contact Phone #: 321-433-8644

Account Payable Email: accountspayable@cocoaf1.gov

Payer Street Address: 65 Stone Street

City: Cocoa

ST/PROV: FL

ZIP/PC: 32922

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

BILL-TO INFORMATION: This section covers where the bill will be mailed/sent to.

☐ Same as Payer OR ☒ Same as Sold-To

Bill-To Street Address:

City:

ST/PROV:

ZIP/PC:

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): ☒ Leave at Site and Email ☐ Email Only ☐ Physically Mail ☐ Leave at site after

service Do invoices require a purchase order? ☒ YES ☐ NO If yes, please provide PO# See Location List

Will the same PO need to appear on each invoice? ☒ YES ☐ NO Is there an expiration date? September 30, 2025

PAYMENT TERMS: Net 30 Standard

PAYMENT OPTIONS

☒ Check

☐ ACH/EFT - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

☐ Credit Card - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

Cintas Representative Initials:

Customer Initials:

UNIFORM PRODUCT RENTAL PRICING (cont.):

Continued from page 1

ITEM #	DESCRIPTION	STANDARD ITEM	UNIT PRICE	LOSS/DAMAGE REPLACE. VALUE
X259	PERFORMANCE POLO N/C COLLAR	☐ Yes ☐ No	\$0.114	\$26.10
X270	CARGO PANT	☐ Yes ☐ No	\$0.191	\$26.10
X271	WOMENS SHIRT NO PKT	☐ Yes ☐ No	\$0.165	\$17.55
X275	HI PERFORMANCE POLO	☐ Yes ☐ No	\$0.206	\$26.10
X278	T-SHIRT/CARHARTT	☐ Yes ☐ No	\$0.511	\$17.991
X294	CARHARTT FR WORK SH	☐ Yes ☐ No	\$0.402	\$58.50
X299	CINTAS POLO	☐ Yes ☐ No	\$0.206	\$26.10
X205	WOMENS SHIRT PKT	☐ Yes ☐ No	\$0.165	\$18.00
X330	COTTON WORK SHIRT	☐ Yes ☐ No	\$0.232	\$17.69
X340	COTTON WORK PANTS	☐ Yes ☐ No	\$0.302	\$25.20
X344	CARHARTT FR CARGO PANT	☐ Yes ☐ No	\$0.464	\$63.00
X370	CARGO SHORTS	☐ Yes ☐ No	\$0.268	\$19.80
X371	FR CARHARTT WORK PNT	☐ Yes ☐ No	\$0.643	\$54.00
X378	CARHARTT BARN JCKT	☐ Yes ☐ No	\$1.434	\$89.991
X380	CARGO SHORT - SUSAN	☐ Yes ☐ No	\$0.268	\$19.80
X385	CARGO SHORT - CATHY	☐ Yes ☐ No	\$0.268	\$19.80
X388	SUSAN CARGO PANTS/WM	☐ Yes ☐ No	\$0.289	\$25.65
X389	CATHY/CARGO PANTS/WM	☐ Yes ☐ No	\$0.289	\$25.65
X392	FRSHRTCRHRTT5.3INHRT	☐ Yes ☐ No	\$0.464	\$72.00
X394	CINTAS DENIM JEAN	☐ Yes ☐ No	\$0.632	\$24.30
X59935	UF SHIRT REFL TRIM	☐ Yes ☐ No	\$0.268	\$30.60
X59970	PRM LND JKT	☐ Yes ☐ No	\$0.784	\$46.80
X74634	FR FULL SWING JACKET	☐ Yes ☐ No	\$1.548	\$206.10
X935	COMFORT SHIRT	☐ Yes ☐ No	\$0.161	\$21.60
X945	COMFORT PANT	☐ Yes ☐ No	\$0.210	\$23.40
X9632	4.5 OZ NOMEK LABCOAT	☐ Yes ☐ No	\$0.868	\$67.50
X396	CARHARTT® RUGGED FLEX SHIRT	☐ Yes ☐ No	\$0.968	\$49.491
X278	CARHARTT® SHOP TEE	☐ Yes ☐ No	\$0.614	\$18.108
X23273	COMFORTFLEX PRO™ MEN'S WORKSHIRT	☐ Yes ☐ No	\$0.736	\$33.291
X24273	COMFORTFLEX PRO™ WOMENS WORKSHIRT	☐ Yes ☐ No	\$0.736	\$33.291
X22935	COMFORTFLEX VENTED SHIRT	☐ Yes ☐ No	\$0.600	\$26.99
X24205	COMFORT WOMENS VENTED SHIRT	☐ Yes ☐ No	\$0.600	\$26.991
X74533	CARHARTT® RUGGED FLEX® WORK PANT	☐ Yes ☐ No	\$1.028	\$19.701
X383	CARHARTT® WORK DUNGAREE	☐ Yes ☐ No	\$0.896	\$29.700
X23945	COMFORTFLEX PRO MEN'S WORK PANT	☐ Yes ☐ No	\$0.850	\$37.791
X23270	COMFORTFLEX PRO MEN'S CARGO PANT	☐ Yes ☐ No	\$0.962	\$38.691
X23389	COMFORTFLEX PRO WOMEN'S CARGO PANT	☐ Yes ☐ No	\$0.984	\$38.691
X912	COVERALL	☐ Yes ☐ No	\$0.278	\$73.791
X910	COTTON COVERALL	☐ Yes ☐ No	\$0.464	\$43.191

WORKPLACE SERVICES PRODUCTS PRICING (cont.):

Continued from page 1

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE
X10186	4X6 ACTIVE SCRAPER	1	ANY	\$3.354
X10189	3X5 XTRAC MAT ONYX	1	ANY	\$6.161
X10192	4X6 XTRAC MAT ONYX	1	ANY	\$6.932
X10202	3X10 XTRAC MAT ONYX	1	ANY	\$7.926
X8072	SIG SANT SVC	1	ANY	\$1.800
X2160	SM SHOP TWL-RED	1	ANY	\$0.095
X2191	FENDER COVER	1	ANY	\$0.671
X9559	SIG HND SANTZR STAND	1	ANY	\$0.557

Cintas Representative Initials: _____ Customer Initials: _____

LOCATION LISTING

Location #	Location Name	Location Address	Division	PO #	PO Expiration
18321221	City of Cocoa Field Services	65 Stone Street Cocoa FL 32922	Field Services	82824	9/30/2025
18391947	City of Cocoa Public Works	155 N WILSON AVE Cocoa, FL 32922	Stormwater	82823	9/30/2025
			Streets	82813	9/30/2025
			Grounds	82812	9/30/2025
			Facilities	82811	9/30/2025
11096663	City of Cocoa Utilities	351 Shearer Blvd Cocoa, FL 32922	SFO	82870	9/30/2025
			Sellers	82833	9/30/2025
			LAB	82853	9/30/2025
			WFO	82885	9/30/2025
			Warehouse	83075	9/30/2025
18387266	City of Cocoa Fleet	301 Shearer Blvd Cocoa, FL 32922	Fleet	83087	9/30/2025
10630566	City of Cocoa Sellers WWTP	375 N. Cocoa Blvd Cocoa, FL 32922	Sellers	82833	9/30/2025
18391950	City of Cocoa Dyal WTP	28400 SR 520 Christmas FL 32709	Dyal	82884	9/30/2025

Exhibit A

Additional Terms and Conditions for City of Cocoa Agreements

1. INDEMNIFICATION

Seller agrees to protect, indemnify, save and hold harmless City, its elected and appointed officials, officers, attorneys, and employees, from and against all losses, costs and expenses and from and against all claims, demands, suits and actions for damages, losses, costs, attorney fees, expenses and from and against all liability awards, judgements, and decrees of whatsoever nature for any and all damages to property of the City or others of whatsoever nature and for any and all injury to any person (including death) to the extent caused by the negligence of Seller, in the performance of this Agreement.

2. Public Records

It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the SELLER and its independent Sellers and associates related, directly or indirectly, to this Agreement, may be deemed to be a Public Record whether in the possession or control of the CITY or the SELLER. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the SELLER is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the CITY's City Manager. Upon request by the CITY, the SELLER shall promptly supply copies of said public records to the CITY. 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 SELLER be open and freely exhibited to the CITY for the purpose of examination and/or audit. Failure by SELLER to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the CITY upon delivery of a written notice of cancellation. If SELLER 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 SELLER's failure to comply with this Section, the CITY shall collect from SELLER prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against SELLER. 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 SELLER's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

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

3. Venue

3.1. MEDIATION/VENUE - The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. The parties agree to equally share the cost of the mediator. Should the parties fail to resolve their differences through mediation, then any cause of action filed hereunder shall be filed in the Circuit or County Court for Brevard County, Florida.

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

4. INSURANCE REQUIREMENTS

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

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than \$15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than \$200,000 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 Seller's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

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

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is \$15,000 or MORE, maintain Commercial General Liability

insurance with a minimum per occurrence limit of not less than \$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 Seller's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

4.3. AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

The Seller 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 Seller 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 Seller or by anyone directly or indirectly employed by the Seller.

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

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

4.5. WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

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

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

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the

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

5. E-VERIFY - Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City Sellers shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all employees hired on and after January 1, 2021. City Sellers 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 will be a material breach of the contract and shall result in the immediate termination of the contract without penalty to the City. The City Seller shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the City Seller utilizes Subcontractors, the following shall apply:
 - 5.1. Seller shall also require all Subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.
 - 5.2. 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.
 - 5.3. 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.



INTERNAL USE ONLY
PRO-SERVICE-001299

University of Nebraska Contract Summary

CONTRACTOR/COMPANY INFORMATION			
Supplier	CINTAS	Contact	Ryan Duncan
		Email	duncanr@cintas.com

REQUESTING DEPARTMENT	
Participating Campuses	UNMC, UNL, UNO, UNK, UNOP
Administrative Unit/Dept.	P2P
Primary Contact Name	Sydney Zach
Primary Contact Email	sydney.zach@nebraska.edu

CONTRACT DESCRIPTION/INFORMATION					
Contract Summary (brief description and/or event name)	The entirety of this Uwide contract covers workforce solutions products and services to include, but not limited to: uniforms, cleaning mops and cloths, first aid and safety, and fire protection services, as well as the complete balance of line of parts and pieces. Estimated spend over the life of the contract is \$2.5M for the University System. The University of Nebraska is the Omnia Partners Lead Agency for this contract. We will receive group-share rebates from the Omnia "WeShare" program, in addition to revenue as a lead agency.				
Purchase Category	Safety				
Total Amount of Spend	2,500,000.00 USD	Start Date	Upon Execution	End Date	1/31/2033 11:59 PM

BID INFORMATION	
Bid Number	3702-22-4618
Competitive Review Findings	Formal Bid Awarded
Contract Information	this is an OMNIA cooperative contract

University of Nebraska/OMNIA Partners, Public Sector Contract with Cintas Corporation No. 2 under RFP No. 3702-22-4618, Workplace Solutions

This Master Agreement ("Master Agreement") is by and between the Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska ("University"), and Cintas Corporation No. 2 ("Cintas" or "Supplier").

This Master Agreement shall be made available to additional state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (referenced herein as "Participating Public Agencies") through the cooperative purchasing program administered by the National Intergovernmental Purchasing Alliance Company d/b/a OMNIA Partners, Public Sector.

The following documents are incorporated by reference into this Master Agreement:

1. University of Nebraska-Cintas Master Agreement
2. Exhibit A to University of Nebraska-Cintas Master Agreement, Alarm Monitoring Terms and Conditions (Inclusive of Schedules A and B)
3. Cintas Workplace Solutions RFP Pricing Sheet
4. Cintas Response to University of Nebraska RFP No. 3702-22-4618, Workplace Solutions/eBid Invitation
5. University of Nebraska RFP No. No. 3702-22-4618, Workplace Solutions
6. Attachment A to Solicitation (Requirements for National Cooperative Contract to be Administered by OMNIA Partners; inclusive of Exhibits A through H), as modified by Cintas and agreed by OMNIA ("Attachment A")

Order of Precedence: Any ambiguity, conflict, or inconsistency between the documents comprising this Master Agreement shall be resolved according to the following order of precedence:

1. Exhibit A to University of Nebraska-Cintas Master Agreement, Alarm Monitoring Terms and Conditions (not applicable to University of Nebraska, only to other Participating Public Agencies)
2. University of Nebraska-Cintas Master Agreement
3. Attachment A
4. Cintas Workplace Solutions RFP Pricing Sheet
5. Cintas Response to University of Nebraska RFP No. 3702-22-4618, Workplace Solutions/eBid Invitation
6. University of Nebraska RFP No. No. 3702-22-4618, Workplace Solutions

Acceptance Agreements: Sample Acceptance Agreements are attached to this Master Agreement but are not included in the Master Agreement order of precedence as these are exemplars only. The actual Acceptance Agreements signed by Participating Public Agencies may differ, and the precedence of those Acceptance Agreements relative to the Master Agreement is to be determined in accordance with the relevant Acceptance Agreement terms.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have entered into this Master Agreement as of the date set forth below.

Board of Regents University of Nebraska

Signature: Chris Kabourek

Printed Name: Chris Kabourek

Title: Senior VP | CFO

Date: 06/01/23 | 17:12 CDT



Cintas Corp

Signature: Joe Cerni

Printed Name: Joe Cerni

Title: VP Higher Education & Public Sector

Date: 06/01/23 | 14:42 CDT



1. University of Nebraska-Cintas Master Agreement

University of Nebraska-Cintas Master Agreement – RFP 3702-22-4618

This University of Nebraska Master Agreement - Expenditure ("Agreement") dated as of the date of the last signature set forth below (the "Effective Date") sets forth the terms of purchase between the Board of Regents of the University of Nebraska a public body corporate and governing body of the University of Nebraska ("University"), which is composed of a chief governing administrative unit (University of Nebraska System), four universities (University of Nebraska at Kearney, University of Nebraska-Lincoln, University of Nebraska Medical Center, and University of Nebraska at Omaha), and such other institutions and units as may be designated by the Nebraska Legislature (each a "Campus" and collectively the "Campuses"), and Cintas Corporation No. 2 ("Supplier"). University and Supplier are collectively referred to as "parties."

WHEREAS, the terms and conditions of this Agreement shall be made available to additional state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (each a "Public Agency") through the cooperative purchasing program administered by the National Intergovernmental Purchasing Alliance Company d/b/a OMNIA Partners, Public Sector ("OMNIA");

WHEREAS, the terms and conditions set forth in this Agreement shall apply to any Public Agency that uses this Agreement through OMNIA's cooperative purchase program (each a "Participating Public Agency"), provided, University shall not be considered a Participating Public Agency;

WHEREAS, each Participating Public Agency shall execute one or more Facilities Solutions Cooperative Acceptance Agreement or Fire Protection Acceptance Agreement (collectively, "Acceptance Agreements"), as applicable, in the then-current format provided by Supplier (sample Acceptance Agreements attached hereto for general reference only);

WHEREAS, such Acceptance Agreements shall continue in force pursuant to their applicable term, notwithstanding the termination or expiration of this Agreement; and

WHEREAS, with respect to each Participating Public Agency subject to the terms and conditions of this Agreement, all references to "University" shall be deemed to refer to each Participating Public Agency except where (1) specifically noted or differentiated herein (including, without limitation, Sections 2, 14 and 46), or (2) where the terms and conditions on their face pertain specifically only to the University of Nebraska (e.g. Nebraska governing law). In the latter case, the intent is to modify such term for each Participating Public Agency as required by law, unless otherwise agreed in the Acceptance Agreement between Supplier and such Participating Public Agency.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement the parties agree as follows:

1. **Description of Deliverables.** Supplier agrees to provide the services, goods, or both identified in any applicable purchase order or Acceptance Agreement (collectively, "Deliverables"). Supplier agrees to perform services under this Agreement to the satisfaction of University during the Term of this Agreement and with the standard of professional care and skill customarily provided in the performance of such service.
2. **Payment.** In full consideration for the Deliverables provided by Supplier under this Agreement, University shall pay or cause to be paid to Supplier a fee, pursuant to the Statement of Work and any subsequent proposal or statement of work incorporated by reference into this Agreement, within forty-five (45) days after Supplier's submission of an accurate invoice to University and all requested supporting documentation. Participating Public Agencies payment terms, consistent with the Acceptance Agreements, are Net 30. Along with its invoice, Supplier shall submit adequate receipts and documentation as requested by University to support reimbursement of all previously agreed upon reimbursable expenses. Supplier is expected to comply with applicable policies and procedures provided in writing to Supplier, including those stated within the University of Nebraska Travel Policy (located at <https://nebraska.edu/>-

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/media/unca/docs/offices-and-policies/policies/policies/university-of-nebraska-travel-policy.pdf). University, in its discretion, may decline to reimburse expenses that are not pre-approved or fail to comply with applicable policies and procedures. Supplier agrees that it is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that University will not deduct such taxes from any payments to Supplier hereunder, unless required by law.

3. Purchase Order Requirement.

- a. A purchase order shall be issued by University to Supplier for payment in accordance with the terms of this Agreement. All invoices submitted by Supplier shall make reference to the appropriate purchase order number to be eligible for payment.
- b. The parties agree that the terms and conditions of this Agreement shall prevail, notwithstanding contrary or additional terms, in any purchase order, sales acknowledgment, confirmation or any other document issued by either party affecting the products and services provided under this Agreement.

4. Term. The initial term of this Agreement shall commence on the Effective Date and continue for 5 years thereafter ("Initial Term"). This Agreement may be renewed for an additional 5 year term (the "Renewal Term") by mutual written agreement of the parties. Collectively the Initial Term and Renewal Term(s) shall be referred to as the "Term."

5. Confidentiality. "Confidential Information" shall mean any materials, written information, and data marked "Confidential" by University or non-written information and data disclosed by University that is identified at the time of disclosure to Supplier as confidential or is reasonably understood by Supplier to be confidential. Supplier agrees to protect and maintain Confidential Information in strict confidence for a period of three (3) years from the date of expiration or earlier termination of this Agreement and, upon request of University, return or destroy all materials containing such Confidential Information. Notwithstanding the foregoing, Supplier shall be entitled to retain archival copies of Confidential Information for legal, regulatory, or compliance purposes. The obligations of this paragraph do not apply to information that is in the public domain; independently known, obtained, or discovered by Supplier; or hereafter supplied to Supplier by a third party without restriction. If Supplier is compelled by law to disclose any Confidential Information, it shall provide University with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at University's cost, if University wishes to contest the disclosure.

6. Property Rights.

- a. For purposes of this Section 6, "Intellectual Property" shall mean, whether or not reduced to writing, all copyrights, patent applications, issued patents, including reissues, renewals, continuations, and divisions of the foregoing, know-how, proprietary data, ideas, discoveries, inventions, improvements, technology, trade secrets, methods, procedures, formulae, processes, technical and non-technical data, trade secrets, design rights, trademarks, trade names, trade dress, related source identifiers, works, and other proprietary rights relating to intangible property, and any applications or registrations of the foregoing, any rights arising from registration of any of the foregoing, and any right to sue for past or future infringement of the foregoing.
- b. University acknowledges and agrees that, as between the parties, Supplier owns all Intellectual Property that (i) was the property of Supplier prior to the execution of this Agreement and (ii) is independently developed or acquired outside the scope of this Agreement ("Pre-Existing Intellectual Property"). In addition, Supplier shall own any Intellectual Property, developed in connection with this Agreement, that is an improvement of, or direct derivative of, Supplier's Pre-Existing Intellectual Property and know-how.

- c. This Section 6.c shall be subject to Section 6.b in all respects. University will possess all rights to any creations, inventions, or other intellectual property and materials, including copyright, trade secrets, or patents in the same, which arise out of, are prepared by, or are developed in the course of Supplier's performance. Supplier and University acknowledge and agree that work created by Supplier in connection with its performance under this Agreement shall belong to University as "work-made-for-hire" as such term is defined under 17 USC § 201, as amended. In the event such works are not copyrightable subject matter or for any reason cannot legally be considered a work-made-for-hire, Supplier hereby assigns all right, title, and interest in and to work created by Supplier in connection with its performance under this Agreement to University and agrees to execute all documents required to evidence such assignment. University's rights to any creations, inventions, or other intellectual property and materials, including copyright, trade secrets, or patents in the same, which arise out of, are prepared by, or are developed in the course of Supplier's performance under this Agreement shall be exclusive and Supplier will not use, license, or permit such works to be used for any other purpose. Upon termination of this Agreement for any reason, University shall have the exclusive right, without further obligation to Supplier, throughout the world, in all languages, and in perpetuity to use the work created by Supplier in connection with its performance under this Agreement in any manner it deems appropriate, including, without limitation, editing, altering and revising such work. This provision shall survive the termination of this Agreement.

7. **Termination.** In the event that either party commits a material breach of this Agreement and fails to remedy or cure such breach within thirty (30) days after receipt of written notice thereof from the non-breaching party, the non-breaching party may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending written notice of termination to the other party. Such termination shall be effective as of the date of its receipt. Additionally, University may terminate this Agreement for its convenience upon thirty (30) days' prior written notice to Supplier. Upon termination, University shall promptly pay Supplier for all fees incurred up to and including the effective date of termination or Supplier will refund to University a prorated share of any prepaid fees.

- a. If University terminates this Agreement for convenience, the parties agree that the damages sustained by Supplier will be substantial and difficult to ascertain. Therefore, if this Agreement is terminated by University for convenience in whole or in part, for any reason other than as set forth in Section 36, University will pay to Supplier as termination charges and not as a penalty the following termination charges based on the particular products and services terminated for convenience:

7.a.1. Rental Products and Services:

7.a.1.1. If this Agreement is terminated for convenience in the first twelve months of the term, University shall pay as termination charges equal to 52 weeks of rental service.

7.a.1.2. If this Agreement is terminated for convenience in months thirteen (13) through twenty-four (24) of the term, University shall pay as termination charges equal to thirty-nine (39) weeks of rental service.

7.a.1.3. If this Agreement is terminated for convenience in months twenty-five (25) through thirty-six (36) of the term, University shall pay as termination charges equal to twenty-six (26) weeks of rental service.

7.a.1.4. If this Agreement is terminated for convenience after forty-eight (48) months of service, University shall pay as termination charges of thirteen (13) weeks of rental service.

7.a.1.5. University shall also be responsible to return all of the merchandise allocated to such University locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on University's account prior to termination.

First and Aid and Safety: Twenty-five percent (25%) of the unexpired term based on the previous six (6) months average revenue.

8. **Representations and Warranties.** Supplier warrants that it will convey good title to all direct sale goods, free of all encumbrances. Except as otherwise noted in this Agreement, at the time of delivery (i) all goods delivered shall be free from defects in workmanship, material, and manufacture, (ii) shall comply with the requirements of this Agreement, including any drawings or specifications incorporated or samples furnished by the Supplier, (iii) shall be free from defects in design, and (iv) shall be merchantable. In the event Supplier is providing University with services, Supplier warrants and represents that each of its employees and agents to perform any services under the terms of this Agreement shall have the skills, training, and background reasonably commensurate with their level of performance or responsibility, to be able to perform in a competent and professional manner that is consistent with industry standards. Supplier further warrants the services provided will conform to the requirements of this Agreement and that in performing the services Supplier will not be in breach of any agreement with a third party. The foregoing warranties are conditions to this Agreement. All warranties provided by Supplier shall run to University. Supplier will pass through to University all manufacturer warranties for the materials covered hereunder to the extent Supplier has the right to do so. Supplier does not adopt, guarantee or represent that the manufacturer will comply with any of the terms of the warranty of such manufacturer. If any warranties specified herein or otherwise applicable are breached by Supplier, University may, at its election, require Supplier to correct at Supplier's sole expense any defect or nonconformance by repair or replacement or return any defective or nonconforming goods to Supplier at Supplier's expense and recover from Supplier the purchase price or, in the case of services, require re-performance of the services or terminate this Agreement and receive a full refund. The foregoing remedies are in addition to all other remedies University may have at law or in equity. Except for the warranties specifically set forth in this Agreement, Supplier makes no other warranties and disclaims all other warranties, express or implied by law, course of dealing, course of performance, usage of trade or otherwise, including without limitation any warranty of merchantability or fitness for a particular purposes.

9. **Relationship of Parties.** No agency, partnership, or joint venture is created by this Agreement. The parties affirmatively disclaim any intent to form such relationship. Supplier is solely responsible for maintenance and payment of insurance and the like that may be required by federal, state, or local law with respect to any sums paid hereunder. Supplier is not University's agent or representative and has no authority to bind or commit University to any agreements or other obligations.

10. **Liability.** To the fullest extent allowed by law, Supplier shall defend, indemnify, and hold harmless University, its regents, officers, employees, agents, and students, for any loss, claim, damage, expense, or liability of any kind, including reasonable attorneys' fees and costs, to the extent caused by the negligence or willful misconduct of Supplier and its officers, employees, agents, and subcontractors.

11. **Insurance.** Supplier shall at its own expense obtain and maintain throughout the Term of this Agreement general commercial liability insurance against claims for bodily injury, death, and property damage with limits of not less than one million dollars (\$1,000,000.00) per occurrence, and three million dollars (\$3,000,000.00) general aggregate to cover such liability caused by, or arising out of, activities of Supplier and its agents and/or employees while engaged in or preparing for the provision of the Deliverables. Upon request by University, Supplier shall furnish to University certificates of insurance evidencing that such insurance is effective prior to provision of the Deliverables. By requiring such minimum insurance, University shall not be deemed or construed to have assessed the risk or limited the liability that may be applicable to Supplier under this Agreement. Supplier shall assess its own risks and, if it deems appropriate, maintain higher limits or broader coverages. Supplier further agrees, upon request, to include University as an additional insured on its general liability insurance policy on a primary and non-contributory basis. Supplier is not relieved of any liability or other obligations assumed or pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

12. **Assignment.** This Agreement is non-assignable and non-transferrable unless agreed to in writing by the parties. Any attempt by either party to assign its rights or obligations hereunder without the consent of the other party shall be void.

13. **Amendment.** This Agreement constitutes the entire understanding between University and Supplier with respect to the subject matter hereof and may not be amended except by an agreement signed by Supplier and an authorized representative of University.

14. **Disputes; Governing Law and Forum.**

A. As pertains solely to disputes between the University and Supplier, this Agreement shall be governed by the laws of the State of Nebraska without giving effect to its conflicts of law provisions. Any legal actions brought by University or by Supplier shall be instituted in the state courts located in Lancaster County, Nebraska. It is understood and agreed that any legal action by Supplier in relation to this Agreement may only be instituted in accordance with the provisions of the State Contract Claims Act (Neb. Rev. Stat. §§ 81-8,302 to 81-8,306), as amended.

B. As pertains to disputes between any other Participating Public Agency and Supplier, the dispute shall be resolved consistent with the dispute resolution provisions set forth in the applicable Acceptance Agreement, which calls for binding arbitration, to the extent permitted under applicable law, or, where arbitration is not legally permissible, in accordance with the contracts disputes process required under applicable state law for the Participating Public Agency and, in either case, subject to that state's substantive law. As set forth in the Acceptance Agreement, any such dispute arising from or related to this Agreement shall be determined on an individual, non-class basis, whether in arbitration or in any court, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other legal proceeding with any claim or controversy of any other party.

15. **Conflict of Interest.** Supplier certifies, to the best of its knowledge and belief, that there are no potential organizational conflicts of interest related to this Agreement. If Supplier cannot so certify, it shall provide to University a disclosure statement that describes all relevant information concerning any potential conflict of interest under this Agreement. In the event the potential conflict of interest cannot be resolved, University may declare this Agreement void and of no further force or effect and University shall have no further obligations under this Agreement.

16. **Work Status Verification.** Supplier and its subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114, as amended.

17. **Debarment List.** Supplier certifies and warrants that it has not been debarred, suspended, or declared ineligible as defined in the Federal Acquisition Regulation 48 CFR Ch.1 Subpart 9.4. Supplier also certifies that Supplier, its partners, directors, officers, employees, licensees, subcontractors, or agents have not been excluded or debarred or otherwise become ineligible to participate in Federal health care programs pursuant to 42 USC § 1320a-7. This shall be an ongoing certification and warranty during the Term of the Agreement and Supplier shall immediately notify University of any change in the status of the certification and warranty set forth in this section. If Supplier becomes excluded from Federal health care program participation or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors, the Agreement may be terminated immediately, for cause, by University. If any partners, directors, officers, employees, licensees, subcontractors, personnel, or agents of Supplier become excluded from Federal health care program participation, such individual shall be removed from participating in this Agreement immediately. Failure by Supplier to remove such excluded individual immediately shall provide University the right to terminate the Agreement immediately for cause.

18. **Taxpayer Transparency Act.** Under Neb. Rev. Stat. §§ 84-602.01 to 84-602.04, University is required to provide the Nebraska Department of Administrative Services with a copy of each contract that

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is a basis for an expenditure of state funds, including any amendments and documents incorporated by reference in the contract. Copies of all such contracts and documents will be published by the Nebraska Department of Administrative Services at <https://statecontracts.nebraska.gov/>. It shall be the sole responsibility of Supplier (a) to notify University of any requested redactions to such contracts and documents and (b) to indicate the legal basis for such requested redactions at the time of execution. In addition, Supplier agrees to defend any challenge to such redactions at its own expense.

19. **Public Records.** Under Neb. Rev. Stat. §§ 84-712 to 84-712.09, information or records of or belonging to University regarding, related to, or part of the Agreement will be open to public inspection and copying unless exempted from disclosure in accordance with the University's interpretation and application of applicable law. It shall be the sole responsibility of Supplier (a) to notify University of requested redactions to any such information or records that may otherwise be required to be open to public inspection and copying and (b) to indicate the legal basis for such requested redactions. In addition, Supplier agrees to defend any challenge to such requested redactions at its own expense.

20. **Nondiscrimination.** Supplier agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1122, as amended.

21. **Discrimination including Sexual Harassment.** State and federal law, as well as University of Nebraska Bylaws, policies, and guidelines prohibit discrimination (as defined therein) including harassment and retaliation, against students, employees, and other members of the University community. Prohibited types of discrimination include discrimination on the basis of race, color, ethnicity, national origin, sex (including sexual harassment), pregnancy, sexual orientation, gender identity, religion, disability, age, genetic information, veteran status, marital status, political affiliation, and any other protected status. Supplier shall exercise control over itself, its employees, agents, contractors, and affiliated parties to prohibit acts of discrimination, including sexual harassment, against University students, employees, and other members of the University community. Supplier shall cooperate with the University following any report of discrimination. In the event University determines that Supplier or an employee, agent, contractor, or other person affiliated with Supplier has engaged in discrimination, including harassment, or other inappropriate conduct, Supplier will take prompt and effective action, in accordance with the University's direction, to prevent recurrence of the conduct and to correct its effects, which may include removal of Supplier or the employee, agent, contractor, or other person affiliated with Supplier from providing the Deliverables. Supplier's failure to comply with the University's directive or any other part of this provision may be cause for immediate termination of this Agreement. Supplier acknowledges that the University may have obligations to report any allegations or incidents of discrimination, including sexual harassment. Supplier and employees, agents, contractors, and other persons affiliated with Supplier who are directly providing the Deliverables or present on University premises shall participate in any training as may be required by the University from time to time, including training regarding sexual harassment and diversity and inclusion.

22. **Criminal Background Investigations.** If applicable, Supplier represents and warrants that Supplier has obtained, at its own expense and in a manner compliant with all applicable laws, a background screening for all of its employees who will be present on University premises. Such background screenings shall be completed consistent with current industry standards and shall, at a minimum, include the same degree of thoroughness as the background checks University conducts for its newly hired staff. Supplier agrees to update any background screening upon reasonable request by University, it being agreed that any request based upon the occurrence of any illegal activity involving Supplier or its personnel, or the reasonable suspicion of illegal activity would be deemed reasonable. Supplier shall provide University with evidence of the completion of the required background screenings upon University's request. Alternatively, in the event Supplier is an individual, University may require Supplier complete a background check

consistent with current industry standards at University's request. Supplier shall not hire, retain, or engage any individual directly involved in the performance of services under the Agreement who has been convicted (felony or misdemeanor) of or entered into a court-supervised diversion program for any sexual offense, felony assault (including domestic violence related incidents), child abuse, molestation or other crime involving endangerment of a minor, murder, or kidnapping. Supplier and Supplier's employees or agents directly performing services under the Agreement cannot be listed on any sex offender registry. Other convictions, such as misdemeanor assault, drug distribution activity, felony drug possession, and any other felony or crime involving moral turpitude may also render Supplier and Supplier's employees or agents ineligible to directly perform services under the Agreement, taking into consideration (a) the nature and gravity of the offense(s), (b) the time that has passed since the offense or conduct and/or completion of the sentence, and (c) the nature of the services being performed. Supplier and Supplier's employees or agents cannot be listed on any sex offender registry. Supplier agrees to ensure any third party with whom Supplier engages to provide any part of services provided under the Agreement agrees to the same restrictions, conditions, and requirements of this section in the same capacity as Supplier.

23. **Equal Opportunity (intentionally bolded).** Supplier shall comply with 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a), incorporated by reference with the following statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60- 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin or for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status."**

24. **Logos or University Marks.** Supplier shall not use or display any University name, logo, trademark, service mark (individually a "Mark" and collectively the "Marks") and/or other indicia designated by University as a source identifier, unless expressly authorized in writing by University. Any unauthorized use of Marks is expressly prohibited. Supplier agrees it will not use University's name in any manner that acts as an endorsement or is an appearance of any endorsement in any promotion, advertisement, solicitation, or other communication, especially as it relates to Supplier's business.

25. **Right to Audit Privilege.** The University reserves the right to audit or inspect work performed by the Supplier under the Agreement. The University may participate directly or through an appointed representative in order to verify that services related to the Agreement have been performed in accordance with the procedures indicated.

26. **Affiliates.** "Affiliates" for the purposes of this Agreement are agents, contractors, consultants, or other entities or individuals who are authorized by University to use the Deliverables. Affiliates may be added by University upon written notice to Supplier. The parties agree Affiliates may avail themselves to the benefits of this Agreement by way of a separate agreement between Affiliate and Supplier. Affiliates include, without limitation, any public agency or instrumentality of the government of the State of Nebraska or political subdivisions within the State of Nebraska, any entity in which the Board of Regents of University has at least a fifty percent (50%) controlling interest, and The Nebraska Medical Center d/b/a Nebraska Medicine.

27. **Campuses.** By virtue of the authority granted by the Board of Regents of University of Nebraska, each Campus may execute certain contracts on their own behalf. Supplier acknowledges one or more Campuses may participate under this Agreement. The Campuses shall not be considered "Affiliates" for purposes of this Agreement.

28. **Compliance.** Supplier and its employees and agents will comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority, as well as applicable University policies.

29. **Pricing and Annual Price Negotiations.** The contract item pricing as set forth in the RFP Pricing Worksheet incorporated herein shall remain firm for the first year of the Agreement. In advance of each contract year anniversary, price adjustments shall not exceed the lesser of three percent (3%) or the percentage increase in the Consumer Price Index for all Urban Consumers (CPI-U), U.S. City Average, All Items, Unadjusted, for the most recent twelve months for which data that is not subject to revision is available as published by the U.S. Department of Labor, Bureau of Labor Statistics. Any contract item price adjustments will be made to the then-current pricing in effect prior to the adjustment. Non-contract pricing is subject to adjustment by Supplier as described in the RFP Pricing Worksheet. Supplier shall provide at least thirty (30) days' written notice to University prior to the effective date of any increase.

30. **Severability.** The terms of the Agreement are severable. If any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable the remainder of the provisions shall continue to be valid and enforceable.

31. **Survival.** Provisions surviving termination or expiration of this Agreement are those which on their face affect rights and obligations after termination or expiration and also include provisions concerning indemnification, confidentiality, representations and warranties, and governing law and venue.

32. **Waiver.** A waiver of any term or provision of this Agreement by University shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Any such waiver must be in writing to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.

33. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing, sent via certified mail, overnight courier, or hand delivery, effective when received, and delivered to the addresses provided on the signature page of this Agreement.

34. **Electronic Signatures.** Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

35. **Subcontractors.** Supplier shall not subcontract all or substantially all of any facet of the services without the prior written approval of University. Supplier shall be fully responsible for the acts and omissions of its subcontractors and of the persons directly or indirectly employed by them. Every subcontractor shall be bound by the terms of this Agreement; provided, however, that no contractual relationship shall exist between any subcontractor and University, unless evidenced in a separate contract independent of this Agreement with Supplier.

36. **Unavailability of Funding.** Due to possible future reductions in State and/or Federal funds, University cannot guarantee the continued availability of funding of this Agreement notwithstanding the consideration contained within this Agreement. In the event funds to finance this Agreement become unavailable, either in full or in part, due to such reductions, University may terminate the Agreement or reduce the consideration upon notice in writing to Supplier. Said notice shall be delivered by certified mail (return receipt requested) or in person (with proof of delivery). University shall be the final authority as to the availability of funds. The effective date of such Agreement, termination, or reduction in consideration shall be the actual effective date of the elimination or reduction of funding. In the event of a reduction in consideration, Supplier may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to University. Supplier shall be entitled to receive just and equitable

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compensation for any satisfactory work performed up to the date of the notice of termination. In the event of unavailability of funding, the University shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential, or other damages resulting therefrom.

37. **Delivery.** All shipments are to be made F.O.B. destination, freight prepaid, according to the delivery information provided in the applicable purchase order. Supplier shall make no partial deliveries under this Agreement without the University's consent unless otherwise indicated in the applicable purchase order. University may, but shall not be obligated to, inspect Supplier's performance under this Agreement from time to time. University's inspection, or lack of inspection, will not constitute an acceptance of any Deliverable or a waiver of any right or warranty or preclude University from rejecting any defective Deliverable. Supplier will coordinate lead times and delivery dates with the University.

38. **Flame Resistant Garments.** University agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under this Agreement and determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). UNIVERSITY ACKNOWLEDGES THAT SUPPLIER HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. SUPPLIER MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH UNIVERSITY'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. University agrees to notify all employees and other agents of University who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. University acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of University. Further, University releases Supplier from any and all liability to University that results or may result from the use of the FRC, including but not limited to any alleged failure of the FRC to function as flame resistant or provide protection against fire and/or heat. In addition to the foregoing release, disclaimers, and agreements related to FRC, and to the extent permitted by applicable law, each Participating Public Agency hereby agrees to defend, indemnify and hold harmless Supplier from any claims and damages arising out of or associated with the FRC or resulting from the Participating Public Agency's or its employees' use of the FRC.

39. **High Visibility Garments.** University bears sole responsibility for: (a) determining the level of visibility needed by wearers of the high visibility garments (the "Garments") for their specific work conditions or uses; (b) identifying and selecting which Garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when Garments require repair or replacement to meet the required level of visibility. University acknowledges and understands that the Garments alone do not ensure visibility of the wearer. University further acknowledges that Supplier is relying upon University to determine whether any Garments need repair or replacement to maintain the required level of visibility. Supplier represents only that the Garments supplied satisfy certain ANSI/ISEA standards to the extent the Garments are so labeled. University acknowledges that Supplier has made no other representations, covenants, or warranties, whether express or implied, related to the Garments. Further, University hereby releases Supplier from any and all liability to University that results or might result from the failure of the garments to function per ANSI/ISEA standards. In addition to the foregoing release, disclaimers, and agreements related to the Garments, and to the extent permitted by applicable law, each Participating Public Agency agrees to defend, indemnify, and hold Supplier harmless from any claims that result or might result from the failure of the Garments to function per ANSI/ISEA standards.

40. **AED Warranty; AED Release; AED Release and Indemnification.** University acknowledges that all AED purchases, if any, made will be subject to the warranty provided by the manufacturer of the AED and not Supplier. University acknowledges that Supplier makes no warranty, representation or covenant, express or implied, with respect to the AED products. In addition, Supplier warrants that the services performed by it will be performed in a professional, workmanlike manner and will substantially conform to the specifications of the services at the time of performance.

a. As it pertains to University's use of the AEDs, the following shall apply:

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Revised: 220727
Effective: 220804

40.a.1. RELEASE OF SUPPLIER BY UNIVERSITY. UNIVERSITY RELEASES SUPPLIER AND ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES (COLLECTIVELY, "**REPRESENTATIVES**") OF ANY TYPE FROM LIABILITY TO UNIVERSITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE USE OF THE AED PRODUCTS AND AED SERVICES. THIS RELEASE INCLUDES BUT (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEYS' FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST SUPPLIER OR ITS REPRESENTATIVES BY UNIVERSITY FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF SUPPLIER OR ITS REPRESENTATIVES.

- b. As it pertains to any Participating Public Agency's use of the AEDs, the following shall apply:

40.b.1. RELEASE AND INDEMNIFICATION OF SUPPLIER BY PARTICIPATING PUBLIC AGENCY. PARTICIPATING PUBLIC AGENCY RELEASES AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS SUPPLIER AND ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES (COLLECTIVELY, "**REPRESENTATIVES**") OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE USE OF THE AED PRODUCTS AND AED SERVICES. THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEYS' FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY SUPPLIER OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES BY PARTICIPATING PUBLIC AGENCY OR ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, PARTICIPATING PUBLIC AGENCY'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR PARTICIPATING PUBLIC AGENCY'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF SUPPLIER OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON SUPPLIER'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. PARTICIPATING PUBLIC AGENCY FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. THE PARTICIPATING PUBLIC AGENCY'S DEFENSE, HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS SHALL ALSO EXTEND TO INJURIES OR DEATH SUSTAINED BY PARTICIPATING PUBLIC AGENCY'S EMPLOYEES AND SHALL NOT BE LIMITED BY ANY APPLICABLE WORKERS' COMPENSATION LAW AND PARTICIPATING PUBLIC AGENCY EXPRESSLY WAIVES ANY STATUTORY OR CONSTITUTIONAL WORKERS' COMPENSATION IMMUNITY UNDER APPLICABLE LAW WHICH WOULD OTHERWISE LIMIT ITS INDEMNIFICATION OBLIGATIONS HEREUNDER. Supplier reserves the right to select counsel to represent it in any such action.

41. **Cleanroom Garments.** University will bear the full responsibility for selecting cleanroom apparel appropriate to its application. University hereby releases Supplier from any and all liability to University that results or might result from the failure of the cleanroom garment to function as intended.

42. **Eyewash Services.** The following terms and conditions shall apply to any Self-Contained The Safety Director® Station(s) ("Eyewash Station(s)") and any Eyewash Services (defined below) provided under this Agreement.

- a. Service; Frequency. Supplier will provide periodic service visits to perform the actions identified in this Section 42.a ("Eyewash Service"). During each Eyewash Service, Supplier shall confirm the following relating to the Eyewash Station: (a) a sign is still present; (b) deployment manifold with both nozzles is in the upright position and both nozzles are covered; (c) water flows continuously from both nozzles; and (d) deployment occurs upon drop of manifold and water continuously flows without use of hands. Supplier shall also drain water from the Eyewash Station and replace the water with University-supplied potable water and add water additive solution. Upon completion of the Eyewash Service, Supplier shall apply a tamper-evident seal, and date and initial the service tag. Each Eyewash Service will be performed quarterly, with each Eyewash Service being completed within 120 days following the prior Eyewash Service. If University performs its own inspection and/or University identifies any concern with the Eyewash Products, University shall contact Supplier during normal business hours and Supplier will respond to University by the first business day following receipt of notice.
- b. Scope and Limitations of Service. With each Eyewash Station, Supplier shall also provide: one stand; one fluid disposal cart; one eyewash identification sign; and one eyewash mat (together, including the Eyewash Station, the "Eyewash Products") The scope of Supplier's responsibilities under this Agreement is limited to delivering the Eyewash Products and performing Eyewash Services. University acknowledges that the scope of services expressly excludes: performance of a risk or hazard analysis of any kind or type; determining whether the Eyewash Station(s) exists on the same level as a hazard or is accessible within 10 seconds of any given hazard; monitoring the water temperature; providing regulatory guidance; or providing recommendations regarding the type, number, and placement or location of Eyewash Stations at University's facility. University further agrees that Supplier has no responsibility to monitor the condition of the Eyewash Products between Supplier's periodic service visits. University further acknowledges that it bears sole responsibility for ensuring that Eyewash Stations, Eyewash Products, and other eyewash equipment and other equipment at its facility satisfy ANSI, OSHA and all other applicable requirements. University expressly acknowledges that the status of the Eyewash Products can change at any time subsequent to a service visit by Supplier and that Supplier is not responsible or liable for any such change in status, including but not limited to any change in signage.

43. **Fire Services.** The following terms and conditions shall apply to any fire protection products and services provided under this Agreement:

- a. Inspection. Supplier shall not be responsible for the consequences of University's failure to inspect the goods or services or for any defects, malfunctions, inaccuracies, insufficiencies or omissions. Where inspection and/or test services are provided, such inspection and/or test shall be documented on Supplier's then-current form, which shall be given to University, and, where required, Supplier may submit a copy thereof to the local authority having jurisdiction. The report and findings by Supplier ARE ONLY ADVISORY IN NATURE and are intended to assist University in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. It is University's responsibility to provide the Supplier with all municipal specific documentation and to ensure such municipal specific documentation for device certification is on site and available to Supplier at the time of inspection.
- b. Deficiencies. REPORTED DEFICIENCIES ARE NOT INTENDED TO IMPLY THAT NO OTHER DEFECTS OR HAZARDS EXIST OR THAT ALL ASPECTS OF THE COVERED SYSTEM(S) ARE UNDER CONTROL AT THE TIME OF INSPECTION. RESPONSIBILITY FOR THE CONDITION AND OPERATION OF THE SYSTEM(S) LIES WITH THE UNIVERSITY. University shall promptly notify Supplier of any malfunction which comes to University's attention regarding the Systems.

- c. Repair. This Agreement assumes the Systems and related equipment are in operational and maintainable condition as of the Agreement date. If, during the inspection process, Supplier determines that repairs are necessary, Supplier will perform those repairs subject to any applicable Not to Exceed (NTE) Allowance guidelines or notify the University with repair recommendations. Supplier shall have first right of refusal for all recommended repairs authorized by University. Supplier, at its option, may match any quotation provided to University by an alternate Supplier for the repair scope of work or alternate scope of work proposed by an alternate Supplier. Ensuring that recommended repairs are performed is the responsibility of the University. Supplier disclaims any liability which arises from repair recommendations which are not performed.
- d. Limited Warranty. Because of the great number and variety of applications for which Supplier's goods and services are purchased, Supplier does not recommend specific applications or assume any responsibility for use, results obtained or suitability for specific applications. University is cautioned to determine the appropriateness of Supplier's goods and services for University's specific application before ordering and to test and evaluate thoroughly all goods before use. Supplier warrants that title to all goods sold by Supplier shall be good and marketable. Except for the warranties specifically set forth in this Agreement, THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED IN CONNECTION WITH THE SALE OF GOODS AND SERVICES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO DISCLAIMER, EXCLUSION, LIMITATION OR MODIFICATION OF ANY OF THE AFORESAID WARRANTIES SHALL BE DEEMED EFFECTIVE UNLESS IN WRITING SIGNED BY SUPPLIER.

44. **Alarm Monitoring Services.** As it pertains to any Participating Public Agency's use of alarm monitoring services, the terms and conditions set forth in Exhibit A and all attached schedules shall apply. University is not using any alarm monitoring services under this Agreement and in no event shall Exhibit A and all attached schedules apply to University.

45. **Supplier Not an Insurer.** University agrees that neither Supplier nor its contractors or assignees, including, without limitation, those providing monitoring services, (collectively, "Subcontractors") are insurers and no insurance coverage is provided by this Agreement. UNIVERSITY ACKNOWLEDGES AND AGREES THAT SUPPLIER AND ITS CONTRACTORS DO NOT ASSUME ANY RESPONSIBILITY NOR SHALL THEY HAVE ANY LIABILITY FOR CLAIMS MADE AGAINST THEM CLAIMING THAT THEY ARE AN INSURER OF UNIVERSITY'S SYSTEMS, THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY, OR ANY OTHER TYPE OF INSURANCE COVERAGE AS AN INSURER. University acknowledges that during the term of the Agreement, it will maintain a policy of insurance covering public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property in amounts that are sufficient to cover all claims of University for any losses sustained. Supplier shall not be responsible for any claims of University against the Subcontractors nor for any portion of any loss or damage that is required to be insured, is insured or insurable by University pursuant to this Section. In addition to the foregoing release and agreements, and to the extent permitted by applicable law, Participating Public Agency agrees to defend, indemnify, and hold Supplier harmless from any claims of Participating Public Agency against the Subcontractors and for any portion of any loss or damage that is required to be insured, is insured or insurable by Participating Public Agency pursuant to this Section.

University may satisfy its insurance obligations under the first paragraph of this Section 46 through a self-insurance program established under Neb. Rev. St. § 85-1,126 (the "Program"). Subject to the terms, conditions, exclusions, and limits of the Program, the Program shall pay on behalf of University, during any of its fiscal years, all sums for which University shall become legally obligated to pay as damages for liability occurrences, up to the limits of \$1,000,000 per liability occurrence and \$3,000,000 in the aggregate of liability occurrences in any fiscal year. The Program may be evidenced by a Statement of Self-Insurance Coverage.

46. **Limitation of Liability of Supplier.**

- a. As it pertains to University, the following limitation of liability shall apply:

46.a.1. IF SUPPLIER OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF, RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM SUPPLIER'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), UNIVERSITY AGREES AND WARRANTS THAT SUPPLIER'S AND ITS REPRESENTATIVE'S COLLECTIVE LIABILITY TO UNIVERSITY, ITS AGENTS, OFFICERS, DIRECTORS, AND EMPLOYEES SHALL BE LIMITED EXCLUSIVELY TO \$2,000,000; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO: (1) DAMAGES ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUPPLIER, ITS EMPLOYEES, ITS SUBCONTRACTORS, OR ITS AGENTS; (2) CLAIMS FOR PERSONAL INJURY, INCLUDING DEATH, ARISING FROM THE NEGLIGENCE OF SUPPLIER, ITS EMPLOYEES, ITS SUBCONTRACTORS, OR ITS AGENTS; (3) AND CLAIMS FOR DAMAGE TO REAL PROPERTY OR TANGIBLE OR INTANGIBLE PROPERTY ARISING FROM SUPPLIER'S ACTS OR OMISSIONS UNDER THE AGREEMENT. If University wishes to increase the limitation of liability, Supplier and University may negotiate a supplemental written agreement to increase the limit of Supplier's liability, but no such agreed upon increase to the limit of Supplier's liability shall be interpreted to find Supplier or its subcontractors or representatives to be insurers. Neither party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity.

- b. As it pertains to Participating Public Agencies, the following limitation of liability shall apply:

46.b.1. Participating Public Agency acknowledges that Supplier's service fees/purchase prices are based on the value of services or goods provided and the limited liability provided under this Agreement and not on the value of the Participating Public Agency's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Participating Public Agency or others. Participating Public Agency further acknowledges and agrees that Supplier cannot predict the potential amount, extent, or severity of any damages or injuries that Participating Public Agency or others may incur due to the failure of the goods, systems, or services to work as intended. IF SUPPLIER OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF, RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM SUPPLIER'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), PARTICIPATING PUBLIC AGENCY AGREES AND WARRANTS THAT SUPPLIER'S AND ITS REPRESENTATIVE'S COLLECTIVE LIABILITY TO PARTICIPATING PUBLIC AGENCY, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INVITEES, AND ANY THIRD PARTY SHALL BE LIMITED EXCLUSIVELY TO 25% OF PARTICIPATING PUBLIC AGENCY'S SPEND IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE LIABILITY AROSE. If Participating Public Agency wishes to increase the limitation of liability, Supplier and Participating Public Agency may negotiate a supplemental written agreement to increase the limit of Supplier's liability, but no such agreed upon increase to the limit of Supplier's liability shall be interpreted to find Supplier or its subcontractors or representatives to be insurers. PARTICIPATING PUBLIC AGENCY AGREES THAT THE LIMITS ON THE LIABILITY OF SUPPLIER AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN SUPPLIER, PARTICIPATING PUBLIC AGENCY, AND ANY OTHER AFFECTED PARTIES. PARTICIPATING PUBLIC AGENCY ACKNOWLEDGES AND AGREES THAT WERE SUPPLIER TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, IT WOULD NOT PROVIDE THE GOODS AND SERVICES. Neither party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity.

47. **No Federal Contractor.** As a material condition of this Agreement, University represents and warrants that: (a) University is not an agency or instrumentality of the United States government; and (b) this Agreement does not constitute, and is not entered to support, a federal government contract,

subcontract or third party contract. In the event that this Agreement is considered or alleged to be a federal government contract, subcontract or third party contract, Supplier shall have the option unilaterally to terminate this Agreement without penalty. Further, in no event will Supplier act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement in connection with this Agreement, whether as relates to the University or any other Participating Public Agency.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth below.

Board of Regents of the University of Nebraska

Signature: Chris Kabourek

Printed Name: Chris Kabourek

Title: Senior VP | CFO

Date: 06/01/23 | 17:12 CDT



Notices to the University shall be sent to:

[Name][Department]

[Address]

[City, State, Zip]

With copy to:

Legal Notices

C/O P2P Procurement Contracts

1700 Y Street, BSC 125

Lincoln, NE 68588-0645

Cintas Corp

Signature: Joe Cerni

Printed Name: Joe Cerni

Title: VP Higher Education & Public Sector

Date: 06/01/23 | 14:42 CDT



Notices to Supplier shall be sent to:

Cintas Corporation No. 2 – General Counsel

6800 Cintas Boulevard, Mason, Ohio 45262-5737

**2. Exhibit A to Master Agreement, Alarm Monitoring Terms and
Conditions (Inclusive of Schedules A and B)**

Exhibit A Alarm Monitoring Terms and Conditions

Cintas Corporation No. 2, d/b/a Cintas Fire Protection, and its parents, subsidiaries, and affiliates ("Cintas") agree to perform fire alarm monitoring services and other related services (collectively, "Monitoring Services") for a commercial signaling system ("System") located at the premises listed on Schedule A of this Alarm Monitoring Agreement (the "Premises") at the prices and on the terms and conditions set forth in this Alarm Monitoring Agreement ("Alarm Monitoring Agreement"). In the event of a conflict on inconsistency between terms and conditions in this Alarm Monitoring Agreement and the terms and conditions set forth in the master Agreement between Cintas and Customer, this Alarm Monitoring Agreement shall control with respect to any Monitoring Services.

Customer Name:		Effective Date:	
Monitored Address:	City:	State:	Zip:
Phone:	Fax:		
Contact Name:	Contact Title:	Contact Email:	
Billing Name:	Billing Address:		
City:	State:	Zip:	Billing Phone:
AP Contact Name:		AP Contact Phone:	
AP Contact Email:		Payment Terms:	
Purchase Order: CHOOSE ONE	Payment Portal: ☐ yes ☒ no	Name of Portal:	

SERVICE	# OF UNITS		PRICE		COST
		x		x 12 =	/year
		x		x 12 =	/year
		x		x 12 =	/year
			TOTAL ANNUAL COST	=	/year
			/one time		
			/one time		
			/one time		
			TOTAL ONE TIME	=	

- Annual Monitoring Fee.** Cintas bills annually for monitoring services. The Customer must pay a one-time service activation fee and the entire annual monitoring fee, both of which are due thirty (30) days prior to the Alarm Monitoring Agreement Effective Date. Upon request to Cintas and Cintas's written approval, Customer may be permitted to pay the annual maintenance fee in periodic payment. If periodic payments are elected, Customer must pay the one-time service activation fee and first periodic payment thirty (30) days prior to the Alarm Monitoring Agreement Start Date. Subsequent periodic payments are due upon receipt of each invoice. Quarterly or monthly payments shall include a surcharge of 4% per payment. For any payment that is not paid within thirty (30) days of the invoice date, Cintas shall be entitled to assess, and Customer shall pay, a service charge of 5% of the amount of the unpaid amount due and a finance charge of 1-1/2% per month on the unpaid amount due. Cintas has the right to increase periodic charges at any time or times (i) after expiration of one (1) year from the Alarm Monitoring Agreement Start Date; provided, that any increase shall not exceed the greater of 6% or the increase in CPI for all urban consumers in the United States for the period since any prior increase and (ii) at any time for any new or increased pass-through fees, costs and expenses.
- Rented Cintas Net Equipment.** For rented Cintas Net units, Cintas shall retain exclusive ownership, title, and control of the Cintas Net units at all times. If repair or replacement of the Cintas Net units is required for any reason other than ordinary wear and tear, the Customer shall pay for any such repair or replacement at Cintas's then-prevailing charges for time and/or material. For purposes of this paragraph, "ordinary wear and tear" does not include obsolete units or units that have reached the end of their useful life.

3. False Alarms. In the event the System is activated for any reason, other than activation caused by Cintas during a service inspection, Customer shall pay or reimburse Cintas for any and all fees, fines, costs, expenses, penalties and other charges assessed against Customer or Cintas pursuant to any law or by any governmental entity, court, or administrative agency.
4. Emergency Contact Information. Customer shall (i) furnish Cintas with all contact information for the Monitoring Services to Cintas in writing, including contact numbers for the person(s) identified by Customer as Customer's emergency contacts ("Customer Contacts") and contact numbers for the responsible police, sheriff, fire, medical, ambulance, guard, patrol, and response services and other governmental, private, or volunteer departments and organizations ("First Responders") requested on the Customer's Contact and First Responder's List, attached as Schedule "B" of this Alarm Monitoring Agreement ("Call List") and (ii) keep all information on the Call List current by submitting any changes in writing to the servicing Cintas location. Customer acknowledges and agrees that no such submission is deemed complete or effective until it receives written acknowledgment from Cintas that the information or changes have been received and entered. Customer further acknowledges and agrees that it has the sole responsibility for determining and providing the proper emergency contact information to Cintas in writing, regardless of whether it has Schedule "B" of the Alarm Monitoring Agreement available. Customer acknowledges that it can contact Cintas if it requires copies of Schedule B to comply with the provisions of this paragraph. Customer further acknowledges and agrees that Cintas has no responsibility for determining, evaluating, or confirming whether the "First Responders" identified are the proper or responsible authority for the Premises in question or whether any of the contact information provided is correct. Customer acknowledges and agrees that Cintas will rely solely upon the contact information provided by customer to perform the Monitoring Services. Customer bears all responsibility in the event that any of the information listed on the Call List is incorrect, inaccurate, expired, or illegible/unintelligible.
5. Term; Renewal. The Term of this Alarm Monitoring Agreement shall match the term of the master Agreement.
6. Cancellation. Customer may terminate this Alarm Monitoring Agreement or the Monitoring Service to any Premises covered by this Alarm Monitoring Agreement for its convenience at anytime with a sixty (60) day advance written notification. With the notice, Customer shall pay to Cintas (i) all charges then due, and (ii) 90% of all periodic payments which would be due for the unexpired term of this Alarm Monitoring Agreement, if this Alarm Monitoring Agreement is terminated, or the unexpired term related to the Premises, as liquidated damages and not as a penalty. Cintas shall have no further obligation to perform Monitoring Services for the Premises on and after the termination date, whether under this Alarm Monitoring Agreement or any obligation at law or in equity. In addition, for rented Cintas Net Units, on and after the last date of Monitoring Services, Customer shall permit Cintas access to the Premises during regular business hours to remove any and all such Cintas Net units. Customer shall pay Cintas \$1,500 per Cintas Net unit that is damaged or is determined, in Cintas's sole and absolute discretion, to be not in good and proper working order after it is removed from the Premises.
7. Subcontractors. Cintas may subcontract the services to be performed under this Alarm Monitoring Agreement. Customer acknowledges and agrees that all provisions of this Alarm Monitoring Agreement inure to the benefit of and are applicable to any subcontractors engaged by Cintas to provide any service to Customer ("Subcontractor") and that they bind Customer to each such Subcontractor(s) with the same force and effect as they bind Customer to Cintas. (Accordingly, when used in this Alarm Monitoring Agreement, the term "Cintas" includes any such Subcontractors, Cintas employees, and agents.) Customer acknowledges that Subcontractors are independent companies and have no affiliation with Cintas. Customer irrevocably appoints Cintas as its agent to communicate with the Subcontractor(s) concerning all matters related to this Alarm Monitoring Agreement including, without limitation, Monitoring Services.
8. Monitoring Services. Customer acknowledges and agrees that the scope of the Monitoring Services Cintas has agreed to provide pursuant to this Alarm Monitoring Agreement is limited. For the purposes of this Alarm Monitoring Agreement, Cintas's Monitoring Service personnel ("Operators") will only (i) monitor a computer screen that may display specific codes ("Listed Codes") transmitted by Customer's alarm system at the Premises and/or (ii) monitor incoming telephone calls for voice communications from the Premises requesting assistance ("Voice Communications"), as applicable. Upon receiving Listed Codes or Voice Communications that, in the Operator's sole and absolute discretion, clearly and unambiguously constitute a valid alarm condition or request for assistance, the Operator is only required to communicate electronically and/or telephonically with First Responders or call by telephone the telephone numbers supplied by Customer in writing on the Call List within a reasonable period of time, given the circumstances existing at that time at the monitoring facility and the priority of the Listed Codes and/or Voice Communications. Customer understands and agrees that no Monitoring Services shall or need be rendered for signals received that are not Listed Codes or for Voice Communications that do not clearly and unambiguously request assistance, in Cintas's sole and absolute determination. Notwithstanding anything contained herein to the contrary, (a) upon receipt of a Listed Code or Voice Communication, and prior to contacting and/or telephoning First Responders, Cintas may, in its sole and absolute discretion and without any liability, contact or attempt to contact the Premises and/or the Customer Contacts (whether by telephone, electronic mail, or other contact information provided by Customer) as frequently as Cintas (in its sole and absolute discretion) deems appropriate to verify the necessity to report the receipt of a Listed Code or Voice Communication to the First Responders and/or the Customer Contacts, and (b) upon receipt of an abort code or Voice Communication from the Premises, the Customer, a Customer representative, a First Responder, and/or a Customer Contact, Cintas may, in its sole and absolute discretion and without any liability, refrain from contacting First Responders or advise First Responders of receipt of an abort code or Voice Communication or other communication instructing Cintas and/or First Responders to disregard the receipt of a Listed Code. Customer irrevocably agrees that any person at the Premises, Customer's representatives, and all of the Customer Contacts and First Responders have Customer's authority and consent to instruct Cintas to disregard the receipt of a Listed Code and/or Voice Communication informing of an alarm condition or otherwise requesting assistance. Customer acknowledges and agrees that Cintas has no responsibility for providing, establishing, determining, auditing, or otherwise evaluating in any way the Listed Codes that are provided and/or by Customer's system. Customer, for him/her/itself and as the authorized agent of his/her/its representatives and each person on the Customer's Call List at any time, consents to Cintas (i) calling each such person's cell phone, other mobile

device, or phone of any type; (ii) using automatic dialers; and (iii) using a technology known as "robocalling" (unless such person notifies Cintas that he/she opts out of this clause (iii))

Customer acknowledges and agrees that Cintas's efforts to notify First Responders shall be satisfied by attempting telephone contact with any person answering the telephone at the telephone number(s) provided to Cintas in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recording of voice and/or data communications. Customer acknowledges and agrees that in no event is Cintas responsible for documenting its attempts to make the contact(s) referred to herein; to make any specific number of attempts at such contact(s); or for ensuring or documenting a response to any such attempted contact(s).

If the Premises is/are located in a jurisdiction that requires a personal verified on-site response ("Verified Response") prior to dispatching a Proper Authority, Customer has the sole responsibility to engage a service to provide such Verified Response. All fees, costs, and expenses incurred in obtaining or providing a Verified Response shall be borne solely by Customer. Customer understands and agrees that First Responders may not be dispatched or respond to the Premises after notice to First Responders unless there is independent confirmation of an incident at the Premises, such as an on-site witness's report, that a reason for response exists.

Customer further acknowledges and agrees that (i) all software, hardware, firmware, codes, data, audio and voice communications, video images, information and documentation arising out of or from, in connection with, related to, as a consequence of, or resulting from execution of this Alarm Monitoring Agreement or the Monitoring Services (collectively, "Intellectual Property") are the sole and exclusive property of Cintas, and Customer has no rights whatsoever in any of the Intellectual Property, and (ii) Cintas shall have the right, in its sole and absolute discretion, to destroy, delete, erase, or otherwise compromise (collectively, "Destruction") the Intellectual Property at any time without notice to Customer. If Cintas receives a written request from Customer to retain any specific Intellectual Property prior to the Destruction thereof, Cintas agrees to use commercially reasonable efforts to store the specific Intellectual Property as requested by Customer on the condition precedent that Customer pay all fees, costs, and expenses of any kind related to the request.

9. Run-Away Systems. If Cintas notifies Customer by telephone, electronically, or otherwise that its System is excessively transmitting signals to Cintas's monitoring facility (a "Run-Away System") and Customer fails to (i) immediately authorize Cintas to provide repair service to the Run-Away System, and (ii) provide reasonable unrestricted access to the Premises and the Run-Away System within four (4) hours after such notice, Customer agrees to pay to Cintas its then-prevailing charges for each signal transmitted to Cintas's monitoring facility by the Run-Away System.
10. DISCLAIMER OF WARRANTIES AND REPRESENTATIONS. Because of the great number and variety of applications for which Cintas's goods and services are purchased, Cintas does not design goods or services, does not recommend specific applications of goods or services, or and does not assume any responsibility for use, results obtained, or suitability for specific applications of goods or services. Customer acknowledges and agrees that Cintas has not made any representations or warranties to Customer regarding any fire suppression system or alarm system (or components thereof) at the Premises, its fitness for any purpose, or its suitability or effectiveness as designed. Customer further acknowledges and agrees that it has the sole responsibility for determining the appropriateness of Cintas's goods and services for Customer's specific application(s) before ordering and to test and evaluate thoroughly all goods before use. Cintas warrants that title to all goods it sells to Customer shall be good and marketable. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS MAKES NO GUARANTEES, REPRESENTATIONS, OR OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE SALE OF THE GOODS AND/OR SERVICES PURSUANT TO THIS ALARM MONITORING AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN AS SPECIFICALLY ENUMERATED ELSEWHERE IN THIS ALARM MONITORING AGREEMENT. NO MODIFICATION, WAIVER, OR AMENDMENT OF THIS DISCLAIMER SHALL BE DEEMED EFFECTIVE UNLESS MADE IN A WRITING DRAFTED BY CINTAS FOR THIS EXPRESS PURPOSE THAT IS (I) SIGNED BY CINTAS, (II) EXPLICITLY USES THE TERM "WARRANTY" IN ITS TITLE, (III) SPECIFICALLY REFERENCES THIS ALARM MONITORING AGREEMENT; AND (IV) EXPLICITLY AND UNAMBIGUOUSLY DESCRIBES WHAT ADDITIONAL WARRANTY(IES) ARE BEING OFFERED TO CUSTOMER PURSUANT TO THIS ALARM MONITORING AGREEMENT. CUSTOMER FURTHER AGREES THAT THIS EXPLICITLY EXCLUDES ANY OF CINTAS'S SALES MATERIALS, CIRCULARS, WEBSITES, OR OTHER ADVERTISING MATERIALS OF ANY TYPE FROM CREATING ANY WARRANTIES UNDER THIS ALARM MONITORING AGREEMENT, AND CUSTOMER WARRANTS THAT IT IS NOT RELYING UPON ANY SUCH MATERIALS FOR THIS PURPOSE.
11. CINTAS NOT AN INSURER; CUSTOMER'S OBLIGATION TO OBTAIN INSURANCE AS SOLE RECOVERY FOR ANY LOSS AND WARRANTY OF SAME. Customer acknowledges and agrees that neither Cintas nor its Subcontractors or assignees, including, without limitation, those providing monitoring services are insurers and that no insurance coverage is provided by this Alarm Monitoring Agreement. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS ASSUMES NO RESPONSIBILITY FOR, NOR SHALL IT HAVE ANY LIABILITY FOR, CLAIMS MADE AGAINST IT CLAIMING THAT IT IS AN INSURER OF CUSTOMER'S SYSTEMS OR ANY OTHER PROPERTY FOR ANY PURPOSE, INCLUDING, BUT NOT LIMITED TO, THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY OR AS DESIGNED. Customer acknowledges that during the term of the Alarm Monitoring Agreement, it is the specific intent of the parties that the Customer will obtain and maintain insurance coverage with minimum coverage of at least two million dollars (U.S.), at the Customer's expense, that will cover any and all losses, damages, and expense arising out of or from, in connection with, related to, as a consequence of, or resulting from this Alarm Monitoring Agreement in any way, including, but not limited to, public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property, and Customer agrees to and warrants that it will obtain and maintain such insurance coverage at all times at no cost to Cintas. Customer shall name Cintas as an additional insured by endorsement on any

such policy(ies). This endorsement shall be without limitation or restriction of any type, and Cintas shall be exempt from, and in no way liable for, any sums of money related to this policy(ies) and associated coverage of any type, including, but not limited to, premium payments, deductible, co-payments, or self-insured retention, all of which are the sole responsibility of Customer. Customer agrees that recovery for all such injuries, losses, and damages shall be limited to this insurance coverage only and that it will look exclusively to its insurer(s) to recover for any such injuries, losses, and damages. CUSTOMER RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS CINTAS FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES), AND LIABILITY ARISING FROM CLAIMS REQUIRED TO BE COVERED BY INSURANCE PURSUANT TO THIS SECTION, INCLUDING ANY CLAIMS FOR DAMAGES ATTRIBUTABLE TO PUBLIC LIABILITY, BODILY INJURY, SICKNESS, OR DEATH, OR THE DESTRUCTION OF ANY REAL OR PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, THOSE THAT ARE ATTRIBUTABLE TO CINTAS'S PARTIAL OR SOLE NEGLIGENCE. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. CINTAS SHALL NOT BE RESPONSIBLE FOR ANY CLAIMS OF CUSTOMER, ANY LOSSES, OR ANY DAMAGES THAT IS REQUIRED TO BE INSURED UNDER THIS ALARM MONITORING AGREEMENT, IS INSURED, OR IS INSURABLE. CUSTOMER AGREES TO INDEMNIFY CINTAS AGAINST ANY AND ALL SUCH CLAIMS, INCLUDING CLAIMS OF THIRD PARTIES, THAT MAY ARISE THAT ARE RELATED TO THE ALARM MONITORING AGREEMENT OR THE PROVISION OF THE SERVICES IN ANY WAY THAT MAY ARISE DUE TO CUSTOMER'S BREACH OF THESE OBLIGATIONS.

12. RELEASE AND INDEMNIFICATION OF CINTAS BY CUSTOMER. CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY/ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS ALARM MONITORING AGREEMENT RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS ALARM MONITORING AGREEMENT OR PERFORMANCE UNDER THE ALARM MONITORING AGREEMENT, INCLUDING (BUT NOT LIMITED TO) THE IMPROPER OPERATION OR NON-OPERATION OF THE FIRE SUPPRESSION, ALARM, MONITORING OR OTHER SYSTEM(S) OR ANY FAILURE OF THE MONITORING SERVICE FOR ANY REASON WHATSOEVER. THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEY'S FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES BY CUSTOMER OR ANY PERSON OR ENTITY NOT A PARTY TO THIS ALARM MONITORING AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR CUSTOMER'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS ALARM MONITORING AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE ALARM MONITORING AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON CINTAS'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. CINTAS RESERVES THE RIGHT TO SELECT COUNSEL TO REPRESENT ITSELF IN ANY SUCH ACTION.
13. DISCLAIMER/LIMITATION OF LIABILITY. CUSTOMER UNDERSTANDS AND AGREES AS FOLLOWS: (I) NEITHER CINTAS NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR EMPLOYEES (COLLECTIVELY, "REPRESENTATIVES") IS AN INSURER; (II) IT IS THE SPECIFIC INTENT OF THE PARTIES THAT (A) INSURANCE COVERING ALL LOSS, DAMAGE AND EXPENSE ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO, AS A CONSEQUENCE OF OR RESULTING FROM THIS ALARM MONITORING AGREEMENT, SHALL BE OBTAINED AND CONTINUOUSLY MAINTAINED BY THE CUSTOMER, (B) RECOVERY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY, AND (C) CINTAS AND REPRESENTATIVES ARE RELEASED FROM ANY AND ALL LIABILITY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE; (III) CINTAS AND REPRESENTATIVES, EXCEPT AS SET FORTH HEREIN, MAKE NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE; (IV) CINTAS AND REPRESENTATIVES ARE RELEASED FOR ALL LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS ALARM MONITORING AGREEMENT DUE TO THE IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM (INCLUDING, WITHOUT LIMITATION OR EXAMPLE, THE COMMUNICATIONS EQUIPMENT OR SERVICES NECESSARY TO TRANSMIT TO OR FROM OR RECEIVE ANY DATA AT THE PREMISES OR THE MONITORING FACILITY); AND (V) SHOULD THERE ARISE ANY LIABILITY ON THE PART OF CINTAS OR REPRESENTATIVES FOR ECONOMIC LOSSES, PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL) WHICH IS IN CONNECTION WITH, ARISES OUT OF OR FROM, RESULTS FROM, IS RELATED TO OR IS A CONSEQUENCE OF THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF CINTAS OR REPRESENTATIVES INCLUDING, WITHOUT LIMITATION, ACTS, ERRORS OR OMISSIONS WHICH OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH OR SUBSEQUENT TO THE EXECUTION OF THIS ALARM MONITORING AGREEMENT, OR BREACH OF THIS ALARM MONITORING AGREEMENT, OR ANY CLAIM BROUGHT IN PRODUCT OR STRICT LIABILITY, SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT

LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$1,000.00 COLLECTIVELY FOR CINTAS AND REPRESENTATIVES, AND THIS LIABILITY SHALL BE EXCLUSIVE. IF CUSTOMER WISHES TO INCREASE THE LIMITATION OF LIABILITY, CINTAS AND CUSTOMER MAY NEGOTIATE A SUPPLEMENTAL WRITTEN AGREEMENT TO INCREASE THE LIMIT OF CINTAS'S LIABILITY BUT NO SUCH AGREED UPON INCREASE TO THE LIMIT OF CINTAS'S LIABILITY SHALL BE INTERPRETED TO FIND CINTAS OR ITS SUBCONTRACTORS OR REPRESENTATIVES TO BE INSURERS.

14. Central Control Panel. Customer understands, acknowledges, and agrees that Customer shall provide an undamaged and fully operational System compliant with law including, without limitation, a central control panel compliant with law (the "Panel") useable by Cintas without any cost or expense to Cintas, e.g., if the Panel is programmed with proprietary data and not fully accessible or useable by Cintas, Customer shall promptly have the Panel reprogrammed so that it is fully accessible and useable by Cintas or, if necessary, replaced by Customer or replaced by Cintas at an additional charge to Customer.
15. Communication Path and Signals, Electrical Connections, and Systems. Customer acknowledges and agrees that during the term of this Alarm Monitoring Agreement, it is Customer's sole responsibility to provide and maintain the communication path (e.g., telephone lines, radio signal path, VOIP, etc.) for all monitoring signals. In all cases, Customer acknowledges and agrees that it has the sole responsibility to provide and maintain all required dedicated electrical connections to the System and equipment necessary or as required by applicable local, state, NFPA, insurance, and any other applicable standards and codes. Customer further acknowledges and agrees that Cintas has no responsibility to notify Customer of any failures in the communication path or signals received, including, but not limited to, failures of the System to send any periodic confirmation that the communication path and/or System is operational.
16. NO WARRANTIES OR REPRESENTATIONS BY CINTAS REGARDING SYSTEM. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS HAS NOT MADE ANY REPRESENTATION OR WARRANTIES (EXPRESS OR IMPLIED) TO CUSTOMER OF ANY KIND REGARDING THE SYSTEM AT THE PREMISES IDENTIFIED UNDER THIS ALARM MONITORING AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ITS FITNESS FOR ANY PURPOSE, ITS MERCHANTABILITY, OR ITS SUITABILITY OR EFFECTIVENESS AS AN ALARM SYSTEM. UNDER THE TERMS OF THIS ALARM MONITORING AGREEMENT, NEITHER CINTAS NOR ANY SUBCONTRACTOR IS RESPONSIBLE FOR THE MAINTENANCE, SERVICE, REPAIR, OR OPERATION OF THE SYSTEM AND SHALL NOT BE LIABLE FOR ANY FAILURE OR MALFUNCTION OF THE SYSTEM TO DETECT AND COMMUNICATE SIGNALS TO THE MONITORING FACILITY.
17. Suspension of Service. Customer agrees that (i) Cintas's obligations hereunder are waived automatically without notice, and (ii) Cintas is released for and from all loss, damage, and expense in the event of a default or breach of this Alarm Monitoring Agreement by Customer or if the monitoring facility, transmission medium between the System and the monitoring facility, or the System are destroyed, damaged, altered, rendered inoperable, or malfunction for any reason whatsoever, for the duration of such interruption of service, and Customer shall be entitled to reimbursement of the unearned charge paid for the period of interruption upon Customer's request. CUSTOMER AGREES THAT THIS SHALL BE THE LIMIT OF CINTAS'S LIABILITY FOR ANY SUCH EVENT.
18. Delay or Interruption of Service. Cintas and its Subcontractors shall not be liable for delays in or interruption of Monitoring Service caused, in whole or in part, by riots, strikes, lockouts, other labor disputes, civil unrest, terrorism, war (declared or undeclared), insurrections, weather, natural phenomena, earthquakes, lightning, storms, power failures, hurricanes, tornadoes, interruption of communications (including, but not limited to, telephone, cable, cellular, satellite, internet, radio service or the malfunction of any or all such communications or communication devices for any reason whatsoever), acts of God, social instability, casualty, governmental orders, laws, rules, regulations, transportation, environmental conditions, or any other causes beyond the reasonable control of Cintas or its Subcontractors ("Force Majeure"), and all Monitoring Services shall be suspended during Force Majeure. Customer acknowledges and agrees that during any interruption of Monitoring Services for any reason including, without limitation, Force Majeure, Cintas has no duty or obligation to notify Customer of any such interruption or to supply Customer with alternative or substitute Monitoring Services, and has no liability for declining or failing to do so.
19. Consent to Intercept, Record, Disclose and Use Contents of Communications. Customer, for itself and as the authorized agent of its employees, invitees, guests, and representatives (individually and collectively, "Any Person"), consents to Cintas and any Subcontractor recording, retrieving, reviewing, copying, disclosing, and/or using the contents of all telephone and other forms of transmission or communication to which Customer and/or Any Person and Cintas or any Subcontractor are parties.
20. Default of Customer. In the event of any default by Customer, without limiting the rights of Cintas under this Alarm Monitoring Agreement or at law or equity, Cintas shall be entitled to retain all prepayments received, and Customer shall immediately pay to Cintas (i) all payments then due and payable, and (ii) ninety percent(90%) of all payments which would be due under this Alarm Monitoring Agreement for the unexpired term as liquidated damages and not as a penalty. In any such event, Cintas shall have no further obligation to perform under this Alarm Monitoring Agreement. In addition, if any suit or alternative dispute resolution proceeding is instituted and Cintas is the substantially prevailing party by judgment, award, finding, or settlement, Customer shall pay directly or reimburse Cintas for all of its costs and expenses, including, without limitation or example, consultants' and professionals' fees and costs including, without limitation or example, reasonable attorneys' fees and costs.
21. Governing Law. To the greatest extent permitted by law, this Alarm Monitoring Agreement shall be governed by the laws of the Customer is located, and it explicitly excludes any reference or resort to choice of law rules that suggest or require that the laws of another jurisdiction be applied.
22. Intentionally Omitted.
23. LIMITATION OF ACTION. ANY ACTION BY CUSTOMER AGAINST CINTAS OR ANY SUBCONTRACTOR MUST BE COMMENCED WITHIN ONE YEAR OF THE ACCRUAL OF THE CAUSE OF ACTION OR THE ACTION SHALL BE BARRED, REGARDLESS OF ANY OTHER STATUTE OF LIMITATION OR REPOSE THAT MAY APPLY TO THE CLAIM UNDER STATE OR FEDERAL LAW.

24. Authority to Execute Alarm Monitoring Agreement. Each party represents and warrants to the other party that (i) the execution, delivery, and performance of this Alarm Monitoring Agreement have been duly authorized by all necessary entity action(s), and (ii) this Alarm Monitoring Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms. The person signing this Alarm Monitoring Agreement on behalf of Customer expressly represents and warrants that he or she has all authority necessary to bind Customer to its terms.
25. Assignment. This Alarm Monitoring Agreement cannot be assigned by the Customer without the prior written consent of Cintas, which will not be unreasonably withheld. Cintas has the right to assign this Alarm Monitoring Agreement, and it may do so in its sole and absolute discretion. The Alarm Monitoring Agreement shall inure to the benefit of and be binding on the parties and their respective successors and permitted assigns.
26. Waiver. No waiver of any provision of this Alarm Monitoring Agreement by a party shall be valid unless the same is in writing and signed by the party against whom it is sought to be enforced. No waiver of any provision of this Alarm Monitoring Agreement at any time will be deemed a waiver of any other provision of this Alarm Monitoring Agreement at such time, nor will it be deemed a waiver of that same provision at any other time.
27. Severability. The invalidity or unenforceability of any provision, section, or portion of a section of this Alarm Monitoring Agreement shall not affect the validity or enforceability of any other provision or section; provided, however, in the event one or more of the paragraphs "Disclaimer of Warranties and Representations," "Cintas Not an Insurer; Customer's Obligation To Obtain Insurance As Sole Recovery For Any Loss And Warranty Of Same," "Release And Indemnification Of Cintas By Customer," "Limitation Of Cintas's Liability; Liquidated Damages," and/or "No Warranties Or Representations By Cintas Regarding System" (or any portion thereof) are held by a court or other authority to be invalid or unenforceable (whether in an action involving the parties, any action involving Cintas, or any other action involving similar provisions), Cintas shall have the right to terminate this Alarm Monitoring Agreement without any liability of any type upon thirty (30) days prior written notice to Customer. Furthermore, the parties agree that in the event any of the interest rate provisions, cancellation fees, rate increases, renewal term lengths, or any other calculation of amounts due and owing Cintas under Paragraphs 1, 5, 6, or 20 are deemed to be excessive and/or unenforceable under applicable law, any such rate, fee, increase, term, or other calculation will be reduced to the maximum rate, value, or amount permitted by applicable law and will be binding upon them.
28. Prior Agreements With Others. Customer represents and warrants that (i) its cancellation or termination of any contract, and/or (ii) its execution of this Alarm Monitoring Agreement does not breach and will not breach any contract with or obligation to any other person. Customer agrees to protect, defend, indemnify, and hold harmless Cintas from and against and pay (without any condition that Cintas first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs, and expenses, including, without limitation, attorneys' fees and court costs, arising out of or from, in connection with, as a result of, related to, or as a consequence of Customer's breach of this representation and warranty.
29. Updated Terms and Conditions and Policies. Customer acknowledges and agrees that Cintas may send copies of its various policies to Customer, including, but not limited to, amendments to these Terms and Conditions via e-mail or make them available via a web portal or other similar mechanism and that these policies are incorporated and made part of this Alarm Monitoring Agreement. To be effective, however, amendments to the Terms and Conditions must be expressly referred to as such in the e-mail, web portal, or other similar mechanism. Customer acknowledges and agrees that its continued request for service pursuant to this Alarm Monitoring Agreement and/or use and/or acceptance of the goods and/or services provided under this Alarm Monitoring Agreement constitute acceptance of any such updated Terms and Conditions and/or policies.
30. Internet Services. Cintas grants to Customer a non-exclusive, non-transferable license to use the Cintas portal via the Internet to access, input, delete, and modify Information through the internet related to the Services. Except for Customer's (a) failure to keep confidential all Intellectual Property, passwords, and other information related to the Services, (b) use of the license, the Intellectual Property, or other information related to or used in provision of the Services in any manner that negatively affects Cintas, (c) use of the license, the Intellectual Property, or other information related to or used in provision of the Services for any illegal purpose, or (d) violation of any applicable law, this license shall continue and be coextensive with the term of this Alarm Monitoring Agreement. Customer shall be solely and absolutely responsible for any information which it inputs, deletes, or modifies. Customer agrees that upon termination of this Alarm Monitoring Agreement or termination or suspension of the license by Cintas, Cintas may immediately, and without notice, disable Customer's access to the portal and cancel all passwords or other access codes.
31. Cross-Default. If Cintas and Customer are or become parties to any other agreement, Customer acknowledges and agrees that a default by Customer under this Alarm Monitoring Agreement or any other agreement between the parties shall be deemed to be a default by Customer under all such agreements, permitting Cintas, in its sole and absolute discretion, to exercise any or all of its rights under any or all of such agreements.
32. Electronic Mail Notice. If Customer elects to receive automatic electronic mail notice of certain System events (e.g., the arming or disarming of the System), Customer acknowledges, understands, and agrees that (i) any such notice is conditioned on (a) receipt of the data at Cintas's central station, (b) the proper operation of communication equipment, services, systems and networks including, without limitation, the Internet, and (c) lack of any failure, malfunction, or delay in processing or transmitting the data by Cintas's equipment or software, and (ii) Cintas is released from any liability arising out of or from, resulting from, or arising in connection with the failure, malfunction, or delay of any such notice for any reason, including Cintas's or Representative's sole, joint, or several negligence of any kind or degree.
33. Storage of Agreement and Information. Customer authorizes Cintas to store or retain this Alarm Monitoring Agreement and all information and other written materials on electronic data or other storage media and, in Cintas's sole and absolute discretion, to destroy all written documents or materials which have been stored or retained on electronic data or other storage media.
34. Intentionally Omitted.
35. Consent to Communicate to Others. Customer irrevocably authorizes and consents to Cintas communicating with U.L. (as necessary or appropriate) and Customer's insurance company and/or broker in connection with this Alarm Monitoring Agreement and/or the relationship between Cintas and Customer arising out of or from or as a result of this Alarm Monitoring Agreement; provided, that Cintas shall not be obligated or required to communicate with any other person or

entity including, without limitation, U.L. and Customer's insurance company or broker, and all such communication shall be in Cintas' sole and absolute discretion. Customer agrees that all such communications or failures to communicate shall not result in any liability of Cintas or Representatives. No third party including, without limitation, U.L. and Customer's insurance company and broker, are third-party beneficiaries of this section.

36. Taxes. Customer shall pay, remit to Cintas, or reimburse Cintas for all sales, use, value added, and any and all similar taxes (including any tax liability, interest, penalties, costs and expenses including, without limitation, reasonable attorneys', consultants', accountants', and other professional fees).
37. Time. The parties agree that time is of the essence of this Alarm Monitoring Agreement.
38. Video Systems. If the System records and/or transmits video images and/or audio, electronic, or the other forms of communication, Customer represents, warrants, covenants, and agrees that it shall at all times (i) provide and maintain adequate power and sufficient lighting for all cameras, audio devices, or other video-related equipment as recommended by the manufacturer; (ii) inform all persons who enter the Premises that their image and/or communications may be recorded and/or transmitted to others by video and/or audio equipment located on the Premises; (iii) comply with all privacy rights and laws and not use or permit the use of video and/or audio equipment where or in circumstances any person may have a reasonable expectation of privacy; (iv) use broadband (or similar transmission rate connectivity) exclusively to transmit video images and audio from any video system; (v) use the video and/or audio system for security, surveillance, and/or management services only; (vi) not use the video and/or audio system for any criminal, illegal, or otherwise unlawful activity; and (vii) obtain and keep in effect all permits or licenses required for the installation and operation of the video and/or audio system.

Customer understands and agrees that (i) a video and/or audio system enables Customer and/or Cintas to record, store, and review images and/or communications of people on the Premises and outside of the Premises, and Customer agrees, authorizes, and consents to Cintas recording, storing, and reviewing video images and communications recorded and/or transmitted from the video and/or audio system at the Premises; (ii) video system services are limited to the area of the Premises covered by the video system images, and such coverage and/or images may be adversely affected by the camera angle, glare, lighting, contrast, etc., any of which may result in less than adequate images for the Operator to ascertain the necessity for video system services; (iii) Cintas is not liable for any delay or failure of notification due to in whole or in part to (a) any Force Majeure event including, without limitation or example, cellular provider transmission or network malfunctions, including overload of the cellular network, or (b) invalid electronic mail, text, or other electronic addresses; and (iv) any and all third-party claims related to the video and/or audio system asserted against Cintas are subject to all of the paragraphs of this Alarm Monitoring Agreement, including (but not limited to) paragraphs 11, 12, and 13, entitled "Cintas Not an Insurer; Customer's Obligation To Obtain Insurance As Sole Recovery For Any Loss And Warranty Of Same," "Release and Indemnification of Cintas by Customer," and "Limitation of Cintas's Liability; Liquidated Damages," respectively.

39. Mutual Drafting and Understanding of Alarm Monitoring Agreement. The parties acknowledge and agree that this Alarm Monitoring Agreement and all of its terms and conditions are the result of arms-length bargaining between sophisticated business entities. As a result, both parties shall be considered to be drafters of the Alarm Monitoring Agreement for purposes of interpretation, application, construction, or construing of the Alarm Monitoring Agreement. The parties also acknowledge that they have had an opportunity to consult with legal counsel of their choice regarding this Alarm Monitoring Agreement and that they have read and understand all of the terms of this Alarm Monitoring Agreement.
40. Entire Agreement; Modifications. This Alarm Monitoring Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other agreements, understandings, or representations, whether oral or in writing, between the parties. Any prior agreements, promises, negotiations, or representations, either oral or in writing, not expressly set forth in this Alarm Monitoring Agreement are of no force or effect. No modification or amendment to this Alarm Monitoring Agreement shall be effective unless drafted by Cintas for this express purpose and signed by an authorized representative of Cintas, except as described in paragraph 29 ("Updated Terms and Conditions and Policies") above. For the purposes of this paragraph, "authorized representative" is the General Manager of the Cintas location(s) providing the goods and/or services or higher management or executive personnel of Cintas. The parties specifically agree that any document sent to Cintas by Customer subsequent to execution of this Alarm Monitoring Agreement that contains different or additional terms or that purports to modify or amend the terms of this Alarm Monitoring Agreement in any way, such as a purchase order or conditional payment, shall be of no force and effect and will not modify the terms of this Alarm Monitoring Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant or used to supplement or explain any terms used in this Alarm Monitoring Agreement. Acceptance or acquiescence in a course of performance rendered under this Alarm Monitoring Agreement shall not be relevant to determine the meaning of this Alarm Monitoring Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection.
41. Customer's Acceptance by Allowing Performance. Customer agrees that engaging, requesting, or allowing Cintas to begin any work or provide any goods or services under this Alarm Monitoring Agreement and/or compensating Cintas for any such work, goods, and/or services constitutes acceptance of the Alarm Monitoring Agreement and all of its terms and conditions.
42. Dispute Resolution – Arbitration and Class Waiver. This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
 - a. **Arbitration Notice.** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE,

CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.

- b. **Arbitration Procedures.** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which the Customer is located; provided, however, that if the claim is for \$10,000 or less, Customer may choose for the arbitration instead to be conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
 - c. **Fees.** If Customer commences arbitration in accordance with this Agreement, arbitration fees will be assessed consistent with the AAA Rules.
 - d. **No Class Actions in Arbitration or in Any Court, No Jury Trial.** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
 - e. **Enforceability.** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
 - f. **Severability.** If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
43. **Federal Funds.** In no event will Cintas act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement.
44. **Customer Funding Source.** Customer must select the appropriate response below:
Is Customer a United States federal government agency or instrumentality, or will Customer pay for the goods and services ordered under this Agreement with any United States government funds?

☐ No

☐ Yes (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this agreement).

45. **Additional Terms.** Customer must select the appropriate response below:
Does Customer require any additional terms and conditions to be incorporated into this Agreement, or is Customer accepting the Agreement without additional terms?

☐ No additional terms needed

☐ Additional terms required (If so, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this agreement).

NOTICE TO CUSTOMER. BY AGREEING TO THIS ALARM MONITORING AGREEMENT, CUSTOMER EXPLICITLY ACKNOWLEDGES AND ACCEPTS PARAGRAPHS 10-13 AND 15

OF THIS ALARM MONITORING AGREEMENT, WHICH DISCLAIM WARRANTIES AND REPRESENTATIONS, ACKNOWLEDGE CINTAS IS NOT AN INSURER AND REQUIRES CUSTOMER TO OBTAIN INSURANCE, LIMIT CINTAS'S LIABILITY FOR AND/OR RELEASE CINTAS FROM ANY LIABILITY RELATED IN ANY WAY TO THE ALARM MONITORING AGREEMENT, AND REQUIRE CUSTOMER TO INDEMNIFY CINTAS FOR ANY LOSSES RELATED IN ANY WAY TO THE ALARM MONITORING AGREEMENT. READ THE ENTIRE AGREEMENT BEFORE SIGNING.

CUSTOMER:

Cintas Loc. No: _____ Please Sign
Name _____

By: _____ Please Print Name

Title: _____ Please Print
Title _____

Accepted-GM: _____ Email

SCHEDULE A

Alarm Monitoring Service Agreement

Monitored Premises Address List

SITE	SITE NAME	SITE ADDRESS	CITY	STATE	ZIP	PHONE
1						
2						
3						
4						
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37						

SCHEDULE B

Alarm Monitoring Service Agreement

Customer Contact List and First Responders List

Customer Name:		Effective Date:	
Monitored Address:		City:	State: Zip:
Phone:		Fax:	
Contact Name:	Contact Title:	Contact Email:	
Billing Name:	Billing Address:		
City:	State:	Zip:	Billing Phone:
AP Contact Name:		AP Contact Phone:	
AP Contact Email:		Payment Terms:	
Purchase Order:	Payment Portal: ☐ yes ☐ no	Name of Portal:	

Enter Telephone Contact Numbers for Desired Customer Contacts Below:

NOTE: Each Call List contact must have a distinct passcode.

CONTACT NAME	CELL PHONE #	LANDLINE PHONE #	PASSCODE

Enter Telephone Contact Numbers for First Responder Agencies Below:

NOTE: Cintas has no responsibility for determining or verifying whether the agencies, first responders, or the numbers you provide below are the proper authorities or first responder agencies for the jurisdiction where the Premise(s) are located.

AGENCY TYPE	FIRST RESPONDER AGENCY NAME	AGENCY PHONE #
Fire		
Medical		
Police		
Other		

3. Cintas Workplace Solutions RFP Pricing Sheet

Workplace Solutions RFP Pricing Sheet

University of Nebraska Pricing

Pricing provided on National Pricing sheets must be used to determine pricing provided for University of Nebraska items and will be verified.

Item	U/M	Description	Vendor ID/ Part Number	Sizes Available	Unit Weekly Rental Cost (Cost for 1)	Unit Weekly Rental Cost for Extended Sizes (Cost for 1)	Rental Cost for 11 Regular Sizes (Unit Weekly Rental Cost x 11)	Rental Cost for 11 Extended Sizes (Unit Weekly Rental Cost x 11)	Purchase Unit Cost	Estimated Usage per Year
1.	PR	Coveralls, 65% Polyester - 35% Cotton, Long Sleeve, 2 breast pockets, zipper. Colors Dark Blue, Orange, Light Blue.	912	36-56, 40-52 Long						1
2.	PR	Coveralls, 65% Polyester - 35% Cotton, Short Sleeve, 2 breast pockets, zipper. Colors Dark Blue Orange	912	36-56, 40-52 Long						1
3.	PR	Coveralls, 100% Cotton, Long Sleeve, 2 breast pockets, zipper. Colors Dark Blue, Orange, Light Blue.	910	36-56, 42-48 Long						1
4.	PR	Coveralls, 100% Cotton, Short Sleeve, 2 breast pockets, zipper. Colors Dark Blue, Orange, Light Blue.	910	36-56, 42-48 Long						1
5.	EA	Shirts, 65% Polyester - 35% Cotton, Long Sleeve, 7 button closure with top button snap, 2 breast pockets with button down flaps, Men's and Women's Styles. Colors Light Blue, White, Navy Blue, Postman Blue, Forest Green, Orange, Khaki, Gray w/Red & White Stripes, Light Gray.	935	S-4XL, Reg and Long						1
6.		Shirts, 65% Polyester - 35% Cotton, Short Sleeve, 7 button closure with top button snap, 2 breast pockets with button down flaps, Men's and Women's Styles. Colors Light Blue, White, Navy Blue, Postman Blue, Forest Green, Orange, Khaki, Gray w/Red & White Stripes, Light Gray.	935	S-4XL, Reg and Long						1
7.	EA	Shirts, 100% Cotton, Long Sleeve, 7 button closure with top snap, 2 breast pockets with button down flaps, Men's and Women's Styles. Colors White, Light Blue with Dark Blue Pinstripes, Khaki, Light Blue, Light Gray, Traffic Orange.	330	S-3XL						1
8.	EA	Shirts, 100% Cotton, Short Sleeve, 7 button closure with top snap, 2 breast pockets with button down flaps, Men's and Women's Styles. Colors White, Light Blue with Dark Blue Pinstripes, Khaki, Light Blue, Light Gray, Navy Blue, Postman Blue, Forest Green, Traffic Orange.	330	S-3XL						1
9.	EA	Shirts, Polo, 100% Spun Polyester Knit pique, hemmed sleeve, no curl collar, soil release, moisture management, 3 button shell type buttons. Colors Determined upon award.	275	S-5XL, L-5XL Long						1
10.	EA	Shirts, Polo, 50% Polyester - 50% Cotton, Long Sleeve. Colors Determined upon award.	259	S-5XL, L-5XL Long						3065
11.	EA	Shirts, Polo, 50% Polyester - 50% Cotton, Short Sleeve. Colors Determined upon award.	259	S-3XL						1
12.	EA	Jacket, Industrial, Zipper Closure. Colors Dark Blue, Hunter Green.	970	XS-4XL, S-4XL Long						1
13.	PR	Pants, 65% Polyester - 35% Cotton, pima press, zipper fly with button closure, 4 lined pockets, five (5) 1-1/2" belt loops. Men's and Women's (women's elastic waist shall be optional). Colors Dark Blue, Hunter Green, Charcoal, additional colors determined upon award.	945	28-50						1
14.	PR	Pants, 100% Heavyweight Denim Cotton, two (2) lined 6" deep front pockets, 2 rear lined pockets, 1 watch pocket, seven (7) 2" belt loops, pre-washed/shrunk, zipper fly with metal post closure, Dicksies or equal, Men's and Women's styles (women's elastic waist shall be optional). Colors Dark blue, Hunter Green, Charcoal.	340	28-56						1
15.	PR	Pant, Pajamas, 100% Cotton. Color White	945	30-50						1

University of Nebraska Pricing - Mats

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-50 mats = X% off each mat; 51-300 mats = X% off each mat, etc.

	Rental with Weekly Delivery <i>indicate if Rental is not available in a category with "n/a"</i>	Purchase <i>indicate if Purchase is not available in a category with "n/a"</i>	Estimated Usage Per Year
Anti - Fatigue Mats			1
Scraper Mats			1147
Safety Mats			1
Flow - Thru Shower Mats			1
Bar Mats			1
<i>List other product categories not listed above and their corresponding discount</i>			

*Cintas proposed pricing on University Pricing - Discounts tab is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardless of size, volume etc.

University of Nebraska - Towels & Linens

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 cloths = X% off each cloth; 101-300 cloths = X% off each cloth, etc.

	Rental with Weekly Delivery <i>indicate if Rental is not available in a category with "n/a"</i>	Purchase <i>indicate if Purchase is not available in a category with "n/a"</i>	Estimated Usage Per Year
Table Linens & Napkins			1
Bed Linens			1
Towels and Wiping Cloths			1
Industrial Towels			1
Towel Cans			1
<i>List other product categories not listed above and their corresponding discount</i>			

*Cintas proposed pricing on University Pricing - Discounts tab is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardless of size, volume etc.

**N/A denotes products that Cintas does not rent.

University of Nebraska Pricing - Mops

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 mops = X% off each mop; 101-300 mops = X% off each mop, etc.

	Rental with Weekly Delivery <i>indicate if Rental is not available in a category with "n/a"</i>	Purchase <i>indicate if Purchase is not available in a category with "n/a"</i>	Estimated Usage per Year
Treated Dust Mops			1
Wet Mops			1
Handles for Mops			1
<i>List other product categories not listed above and their corresponding discount</i>			

**Cintas proposed pricing on University Pricing - Discounts tab is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardless of size, volume etc.*

University of Nebraska Pricing - Safety Supplies

Description	U/M	Unit Cost	Make/Model of Quote Item	Estimated Usage Per Year	Notes Pertaining to all items: only billing on service
Heavy Duty Soap Scrub Service - 1000 mL	EA		9314	1	*Quoting on svc not refill
Moisturizing Soap Refill - 1000 mL	EA		9312	1	*Quoting on svc not refill
Antibacterial Gel Soap Service - 1000 mL	EA	\$	9326	1	*Quoting on svc not refill
Lens/Screen Pads 100/BX	EA	\$	280020	2	
Burn Relief Patches/6PK	BAG	\$	163050	1	
Woundseal Pour Pack (2)	EA	\$	1030300	2	
Allergy Relief Tablet Med	BX	\$	119260	4	
Aleve Small	BAG	\$	121220	1	
Davquil Severe Small	BAG	\$	573772	1	
Mucinex Small	BAG	\$	79191	1	
Ibuprofen Tabs Small	BX	\$	111929	1	
Ibuprofen Tabs Medium	BX	\$	111989	1	
Ibuprofen Tabs Large	BX	\$	111999	1	
Cold Relief Max/Str Small	BX	\$	113029	1	
Cold Relief Max/Str Medium	BX	\$	112039	1	
Liquid Bandage Small	BAG	\$	12221	1	
Tweezers, Metal IND/3PK	PAC	\$	150110	2	
Hand Sanitizer Small	BAG	\$	51030	1	
Evenwash, 1/2oz medium	BX	\$	130100	1	
Glucose, Small	PAC	\$	122249	1	
Lipaid, Small	BAG	\$	102435	1	
Biofreeze Muscle Relief, Small	BAG	\$	102640	1	
Anti-Diarrheal Capslets, Small	BX	\$	119250	1	
X-Long Bandage Medium	BX	\$	43729	1	
Cool & Soothe 6/BOX	BX	\$	164010	1	
Pain Away X-Strength Small	BAG	\$	111639	1	
Waterproof Clear Strips	BX	\$	43658	1	
Elastic Strip Medium	BX	\$	44269	1	
Aspirin Org St, 50 CT	BX	\$	111230	1	
Thera Tears Small	PAC	\$	130008	1	
Triple Antibiotic Ointment Medium	BX	\$	100019	1	
Large Patch 2"x3", Medium	BX	\$	44429	1	

University Pricing - Category & Other Discounts

Category	Discount (% from published /book rate)	Verifiable Published Price List ID	Comments
Uniform Rental	See column D&E		
Uniform Leasing			
Uniform Purchase			
Shoe Purchase			
Mat/Mop Rental			
Mat/Mop Leasing	Service not available		
Mat/Mop Purchase	See column D&E		
Restroom Supplies			
Restroom Services			
Deep Cleaning Services			
First Aid/Safety Supplies			
AEDs			
Fire Protection Services			
Promotional Products			
Miscellaneous			
Other			
Additional Discounts Offered			
Volume Discount	Please see details above by product category		
Ecommerce Rebate			
Sole Vendor Discount			
Other			

University of Nebraska Pricing - Miscellaneous

<i>State percentage discounts off for the following.</i>	
Percentage Discount off the published retail price guide(s) offered for all other items not specifically listed in the Pricing Workbook.	<i>Please see "University Pricing - Discounts" tab for details by product category</i>
<i>Catalog(s) Name:</i> <i>Catalog(s) Name:</i> <i>Online Catalog Website:</i>	
Agency Owned Garment - Contractor Laundered	
Custom embroidering of logos and/or names	
Preparation charges per garment for removal and application of new patches and emblems on the same garment heat sealed or sewn.	
Removal of patches and emblems from one garment and reapplication on a different garment, heat sealed or sewn.	
Application of a new patch or emblem to a garment, heat sealed or sewn.	
Seasonal uniform change per garment (e.g. change one shirt from long sleeve to short sleeve)	
Uniform color change per garment (e.g. change one shirt from grey to blue)	
Steam Tunneling garments	
Pressing of garments	
Garment Loss Protection Program	

<i>Provide a list of services (and their corresponding fee) to be made available to Contract users not specifically listed elsewhere:</i>	
Premium Charge	\$
Uniform Advantage	
Emblems	
Emblem/Prep Advantage	
Minimum Stop	\$

Describe turnaround time and delivery requirements. Define any additional charges for delivery such as excessive deliveries or remote locations and state additional fees for these types of deliveries.

Cintas rental service programs provide personal delivery at a predefined frequency on a regularly scheduled day and time. Temporary garments are used only if there is a shortage of clean delivered garments, and this is a rare occurrence. The need for temporary garments is known by Cintas prior to clean delivery by the use of our garment inventory control process. If needed, the garments used for temporary replacement will be a used garment of like quality to the garment that is being replaced. Cintas rarely experiences backorders in our core rental product line however in the event there is a backorder our goal is to replenish in 30 days or less.

One of the goals of a national contract is to allow agencies to easily audit the price they are paying under a contract. Describe how users across the nation will be able to determine their pricing (including the provision of uniforms or other products, delivery, laundering, repair and maintenance) under the national contract using the information contained within the pricing workbook. Describe any regional pricing differences or other factors that will influence an agency's price.

The program will be communicated to the local sales force via a "Program Requirements Document" which will contain details of the program. This serves to ensure that the service and the pricing at each of your locations conforms to the Master Service Agreement and is controlled by our Account Team.

Describe how rental uniforms are amortized and how Replacement Charges are calculated.

If Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.

Cintas deems a garment "damaged" if it is beyond normal repair and not due to normal wear and tear. Specifically, as noted on the Cintas general agreement, "In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values."

Describe how emergency requests for uniforms are handled.

Local facilities should direct rush requests to the local Customer Service Departments of their corresponding Cintas service centers. Every effort will be made locally to accommodate rush requests.

Items not specifically listed in catalogs are available under the contract as "specialty items."

****Cintas proposed pricing is structured to allow any participating agency, regardless of size, volume etc. to benefit from the same competitive and consistent rates.***

National Pricing - Uniforms

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-5,000 shirts = X% off each shirt; 5,001-10,000 shirts = X% off each shirt, etc.

Rental with Weekly Delivery <i>indicate if Rental is not available in a category with "n/a"</i>		Purchase <i>indicate if Purchase is not available in a category with "n/a"</i>	
Regular Size	Extended Size	Regular Size	Extended Size
Industrial Wear			
Belts	Please see University Pricing - Discounts Tab for details by product category		
Coveralls			
Jackets			
Pants			
Shirts			
Shorts			
Safety and Protective Wear (including Flame Resistant clothing)			
Belts	Please see University Pricing - Discounts Tab for details by product category		
Coveralls			
Jackets			
Pants			
Shirts			
Arc Suit			
Vests			
Caps and Headwear			
Corporate Casual Wear			
Accessories	Please see University Pricing - Discounts Tab for details by product category		
Belts			
Dresses			
Jackets			
Pants			
Polo's and T-shirts			
Sweatshirts			
Shirts			
Skirts			
Slacks			
Sweaters			
Vests			

Executive Wear	
Accessories	
Belts	
Blazers	
Blouses/Tops	
Dresses	
Jackets	
Neckwear	
Pants	
Shirts	
Skirts	
Slacks	
Sweaters	
Vests	Please see University Pricing - Discounts Tab for details by product category
Healthcare	
Lab coats	
Scrubs, top	
Scrubs, pant	
	Please see University Pricing - Discounts Tab for details by product category
Chef and Kitchen Wear	
Aprons	
Caps and Headwear	
Chef Coats	
Neckwear	
Chef Pants	
Shirts	
	Please see University Pricing - Discounts Tab for details by product category
Food Service	
Aprons	
Belts	
Blouses/Tops	
Caps and Headwear	
Shirts	
Pants	
Shorts	
Skirts	
	Please see University Pricing - Discounts Tab for details by product category
Housekeeping	
Aprons	
Dresses	
Pants	
Shirts & Tunics	
	Please see University Pricing - Discounts Tab for details by product category

Outerwear	
Caps and Headwear	Please see University Pricing - Discounts Tab for details by product category
Coats	
Gloves	
Jackets	
Sweat Shirts	
Swimwear	
Other:	
Laundry Racks	Please see University Pricing - Discounts Tab for details by product category
List other product categories not listed above and their corresponding discount	

All products and services are available to the University of Nebraska

State the name of the Price List from which discounts shall be taken:

TBD

Submit instructions on accessing your on-line Price List or Catalog with your proposal.

National Pricing - Mats

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-50 mats = X% off each mat; 51-300 mats = X% off each mat, etc.

	Rental with Weekly Delivery <i>indicate if Rental is not available in a category with "n/a"</i>	Purchase <i>indicate if Purchase is not available in a category with "n/a"</i>
Anti - Fatigue Mats		
Scraper Mats		
Safety Mats		
Flow - Thru Shower Mats		
Bar Mats		
List other product categories not listed above and their corresponding discount		

***Cintas proposed pricing on University Pricing - Discounts tab is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardless of size, volume etc.**

National Pricing - Mops

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 mops = X% off each mop; 101-300 mops = X% off each mop, etc.

	Rental with Weekly Delivery <i>indicate if Rental is not available in a category with "n/a"</i>	Purchase <i>indicate if Purchase is not available in a category with "n/a"</i>
Treated Dust Mops		
Wet Mops		
Handles for Mops		
List other product categories not listed above and their corresponding discount		

***Cintas proposed pricing on University Pricing - Discounts tab is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardless of size, volume etc.**

National Pricing - Towels & Linens

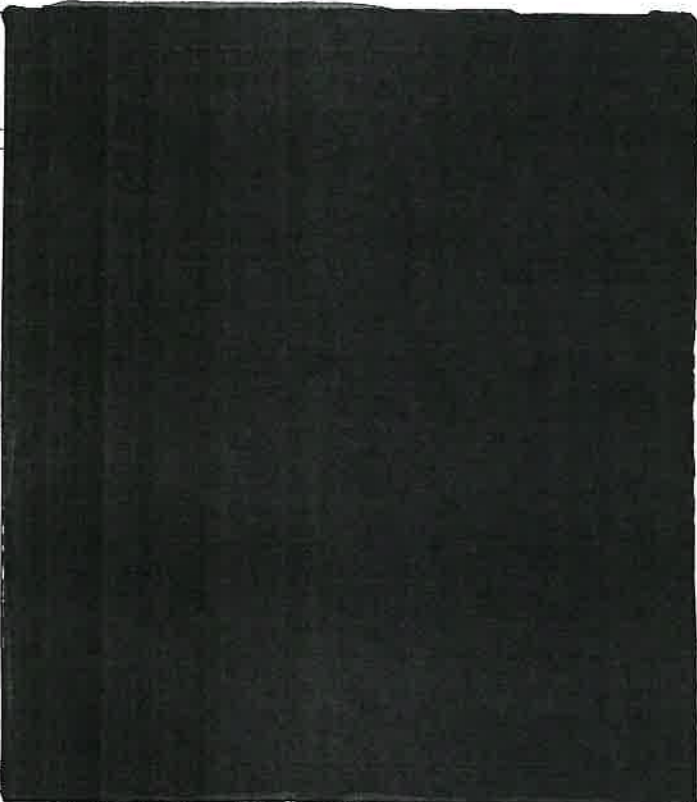
Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 cloths = X% off each cloth; 101-300 cloths = X% off each cloth, etc.

	Rental with Weekly Delivery <i>indicate if Rental is not available in a category with "n/a"</i>	Purchase <i>indicate if Purchase is not available in a category with "n/a"</i>
Table Linens & Napkins		
Bed Linens		
Towels and Wiping Cloths		
Industrial Towels		
Towel Cans		
List other product categories not listed above and their corresponding discount		

***Cintas proposed pricing on University Pricing - Discounts tab is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardless of size, volume etc.**

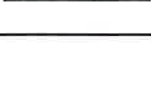
National Pricing - Safety Supplies

Description	U/M	Make/Model of Quote Item	Notes Pertaining to all items: only billing on service
Heavy Duty Soap Scrub Service - 1000 mL	EA	9314*	*Quoting on svc not refill
Moisturizing Soap Refill - 1000 mL	EA	9312*	*Quoting on svc not refill
Antibacterial Gel Soap Service - 1000 mL	EA	9326*	*Quoting on svc not refill
Lens/Screen Pads 100/BX	EA	280020	
Bum Relief Patches 6PK	BAG	163059	
Woundseal Pour Pack (2)	EA	1030300	
Allergx Relief Tablet Mod	BX	119260	
Alcve Small	BAG	121220	
Dayquil Severe Small	BAG	573772	
Mucinex Small	BAG	79191	
Ibuprofen Tabs Small	BX	111929	
Ibuprofen Tabs Medium	BX	111989	
Ibuprofen Tabs Large	BX	111999	
Cold Relief Max/Str Small	BX	113029	
Cold Relief Max/Str Medium	BX	113039	
Liquid Bandage Small	BAG	12221	
Tweezers Metal IND/3PK	PAC	150110	
Hand Sanitizer Small	BAG	51030	
Eyewash 1/2oz medium	BX	130100	
Glucose, Small	PAC	122249	
Lipaid Small	BAG	102425	
Biofreeze Muscle Relief, Small	BAG	102640	
Anti-Diarrheal Capslets, Small	BX	119250	
X-Long Bandage Medium	BX	43729	
Cool & Soothe 6/BON	BX	164010	
Pain Away X-Strength Small	BAG	111659	
Waterproof Clear Strips	BX	43658	
Elastic Strp Medium	BX	44269	
Aspirin One Str. 50 CT	BX	111250	
Thera Tears Small	PAC	130090	
Tricik Antibiotic Ointment Medium	BX	100019	
Large Patch 2"x3" Medium	BX	44429	

Uniform Rental	See column D&E	
Uniform Leasing		
Uniform Purchase		
Shoe Purchase		
Mat/Mop Rental		
Mat/Mop Leasing	Service not available	
Mat/Mop Purchase	See column D&E	
Restroom Supplies		
Restroom Services		
Deep Cleaning Services		
First Aid/Safety Supplies		
AEDs		
Fire Protection Services		
Promotional Products		
Miscellaneous		
Other		
Additional Discounts Offered	Please see details above by product category	
Volume Discount		
Ecommerce Rebate		
Sole Vendor Discount		
Other		

Please see details above by product category

National Pricing - Miscellaneous

State percentage discounts off for the following.	
Percentage Discount off the published retail price guide(s) offered for all other items not specifically listed in the Pricing Workbook.	<i>Please see "University Pricing - Discounts" tab for details by product category</i>
Catalog(s) Name: _____ Catalog(s) Name: _____ Online Catalog Website: _____	
Agency Owned Garment - Contractor Laundered	
Custom embroidering of logos and/or names	
Preparation charges per garment for removal and application of new patches and emblems on the same garment heat sealed or sewn.	
Removal of patches and emblems from one garment and reapplication on a different garment, heat sealed or sewn.	
Application of a new patch or emblem to a garment, heat sealed or sewn.	
Seasonal uniform change per garment (e.g. change one shirt from long sleeve to short sleeve)	
Uniform color change per garment (e.g. change one shirt from grey to blue)	
Steam Tunneling garments	
Pressing of garments	
Garment Loss Protection Program	
Provide a list of services (and their corresponding fee) to be made available to Contract users not specifically listed elsewhere:	
Premium Charge	\$ 
Uniform Advantage	
Emblems	
Emblem/Prep Advantage	
Minimum Stop	\$ 

Describe turnaround time and delivery requirements. Define any additional charges for delivery such as excessive deliveries or remote locations and state additional fees for these types of deliveries.

Cintas rental service programs provide personal delivery at a predefined frequency on a regularly scheduled day and time. Temporary garments are used only if there is a shortage of clean delivered garments, and this is a rare occurrence. The need for temporary garments is known by Cintas prior to clean delivery by the use of our garment inventory control process. If needed, the garments used for temporary replacement will be a used garment of like quality to the garment that is being replaced. Cintas rarely experiences backorders in our core rental product line however in the event there is a backorder our goal is to replenish in 30 days or less.

One of the goals of a national contract is to allow agencies to easily audit the price they are paying under a contract. Describe how users across the nation will be able to determine their pricing (including the provision of uniforms or other products, delivery, laundering, repair and maintenance) under the national contract using the information contained within the pricing workbook. Describe any regional pricing differences or other factors that will influence an agency's price.

The program will be communicated to the local sales force via a "Program Requirements Document" which will contain details of the program. This serves to ensure that the service and the pricing at each of your locations conforms to the Master Service Agreement and is controlled by our Account Team.

Describe how rental uniforms are amortized and how Replacement Charges are calculated.

If Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.

Cintas deems a garment "damaged" if it is beyond normal repair and not due to normal wear and tear. Specifically, as noted on the Cintas general agreement, "In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values."

Describe how emergency requests for uniforms are handled.

Local facilities should direct rush requests to the local Customer Service Departments of their corresponding Cintas service centers. Every effort will be made locally to accommodate rush requests.

Items not specifically listed in catalogs are available under the contract as "specialty items."

**4. Cintas Response to University of Nebraska RFP No. 3702-22-4618,
Workplace Solutions/eBid Invitation**

Separately Attached.

**5. University of Nebraska RFP No. No. 3702-22-4618, Workplace
Solutions**

Separately Attached.

6. Attachment A to Solicitation (Requirements for National Cooperative Contract to be Administered by OMNIA Partners; inclusive of Exhibits A through H), as modified by Cintas and agreed by OMNIA (“Attachment A”)

ATTACHMENT A



Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

[REDACTED]

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These requirements are incorporated into and are considered an integral part of this

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Version April 12, 2022

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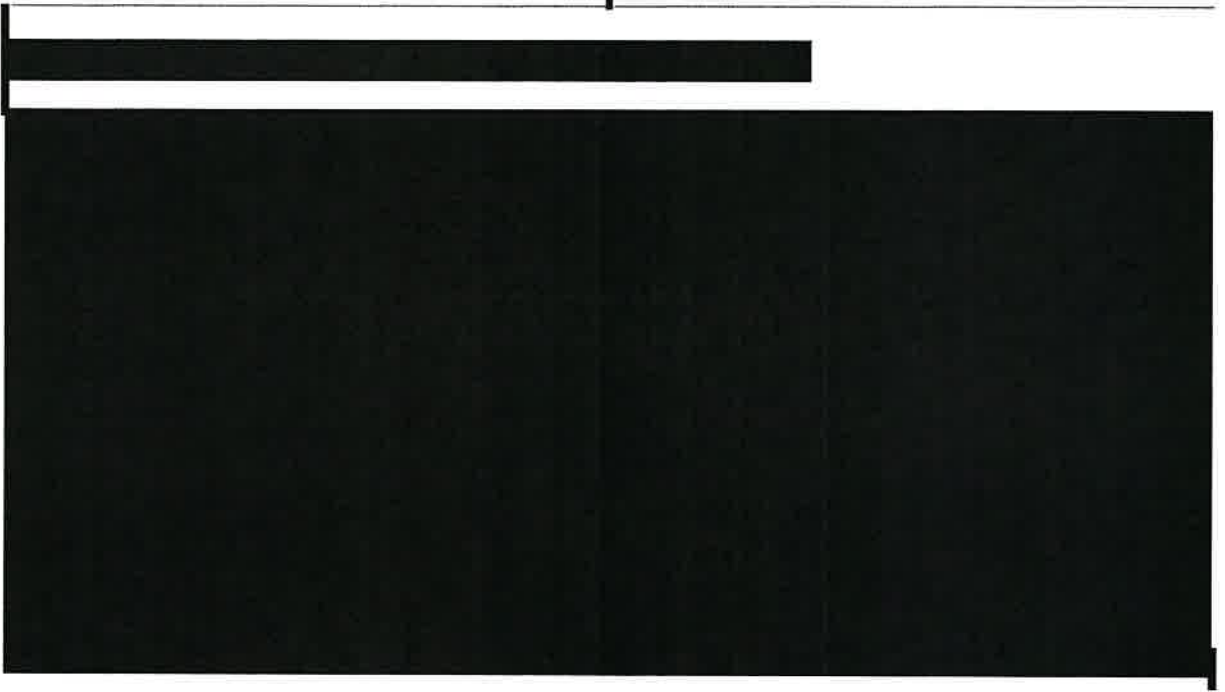


Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

In no event will Supplier act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement.

The foregoing certifications apply only to Uniform Rental, Facilities Solutions, and First Aid and Safety products and services, and specifically do not apply to Fire products and services.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole

or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? N/A _____ Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? N/A _____ Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? N/A _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal

department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror _____

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been 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 grant 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 covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror _____

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror _____

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror _____

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror _____

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to

offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror _____

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror _____

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____ Date: _____

Exhibit G
Intentionally Omitted

Exhibit H Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHES INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR

CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR

Version April 12, 2022

CITY OF SHREVEPORT. LA
CITY OF SILVERTON. OR
CITY OF SPRINGFIELD. OR
CITY OF ST. HELENS. OR
CITY OF ST. PAUL. OR
CITY OF SULPHUR. LA
CITY OF TIGARD. OR
CITY OF TROUTDALE. OR
CITY OF TUALATIN. OR
CITY OF WALKER. LA
CITY OF WARRENTON. OR
CITY OF WEST LINN. OR
CITY OF WILSONVILLE. OR
CITY OF WINSTON. OR
CITY OF WOODBURN. OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE. UT
ALTA. UT
ALTAMONT. UT
ALTON. UT
AMALGA. UT
AMERICAN FORK CITY. UT
ANNABELLA. UT
ANTIMONY. UT
APPLE VALLEY. UT
AURORA. UT
BALLARD. UT
BEAR RIVER CITY. UT
BEAVER. UT
BICKNELL. UT
BIG WATER. UT
BLANDING. UT
BLUFFDALE. UT
BOULDER. UT
CITY OF BOUNTIFUL. UT
BRIAN HEAD. UT
BRIGHAM CITY CORPORATION. UT
BRYCE CANYON CITY. UT
CANNONVILLE. UT
CASTLE DALE. UT
CASTLE VALLEY. UT
CITY OF CEDAR CITY. UT
CEDAR FORT. UT
CITY OF CEDAR HILLS. UT
CENTERFIELD. UT
CENTERVILLE CITY CORPORATION. UT
CENTRAL VALLEY. UT
CHARLESTON. UT
CIRCLEVILLE. UT
CLARKSTON. UT
CLAWSON. UT
CLEARFIELD. UT
CLEVELAND. UT
CLINTON CITY CORPORATION. UT
COALVILLE. UT
CORINNE. UT
CORNISH. UT
COTTONWOOD HEIGHTS. UT
DANIEL. UT
DELTA. UT
DEWEYVILLE. UT
DRAPER CITY. UT
DUCHESNE. UT
EAGLE MOUNTAIN. UT
EAST CARBON. UT
ELK RIDGE. UT
ELMO. UT

EL SINORE. UT
ELWOOD. UT
EMERY. UT
ENOCH. UT
ENTERPRISE. UT
EPHRAIM. UT
ESCALANTE. UT
EUREKA. UT
FAIRFIELD. UT
FAIRVIEW. UT
FARMINGTON. UT
FARR WEST. UT
FAYETTE. UT
FERRON. UT
FIELDING. UT
FILLMORE. UT
FOUNTAIN GREEN. UT
FRANCIS. UT
FRUIT HEIGHTS. UT
GARDEN CITY. UT
GARLAND. UT
GENOLA. UT
GLENDALE. UT
GLENWOOD. UT
GOSHEN. UT
GRANTSVILLE. UT
GREEN RIVER. UT
GUNNISON. UT
HANKSVILLE. UT
HARRISVILLE. UT
HATCH. UT
HEBER CITY CORPORATION. UT
HELPER. UT
HENEFER. UT
HENRIEVILLE. UT
HERRIMAN. UT
HIDEOUT. UT
HIGHLAND. UT
HILDALE. UT
HINCKLEY. UT
HOLDEN. UT
HOLLADAY. UT
HONEYVILLE. UT
HOOPER. UT
HOWELL. UT
HUNTINGTON. UT
HUNTSVILLE. UT
CITY OF HURRICANE. UT
HYDE PARK. UT
HYRUM. UT
INDEPENDENCE. UT
IVINS. UT
JOSEPH. UT
JUNCTION. UT
KAMAS. UT
KANAB. UT
KANARRAVILLE. UT
KANOSH. UT
KAYSVILLE. UT
KINGSTON. UT
KOOSHAREM. UT
LAKETOWN. UT
LA VERKIN. UT
LAYTON. UT
LEAMINGTON. UT
LEEDS. UT
LEHI CITY CORPORATION. UT
LEVAN. UT

LEWISTON. UT
 LINDON. UT
 LOA. UT
 LOGAN CITY. UT
 LYMAN. UT
 LYNNDYL. UT
 MANILA. UT
 MANTI. UT
 MANTUA. UT
 MAPLETON. UT
 MARRIOTT-SLATERVILLE. UT
 MARYSVALE. UT
 MAYFIELD. UT
 MEADOW. UT
 MENDON. UT
 MIDVALE CITY INC.. UT
 MIDWAY. UT
 MILFORD. UT
 MILLVILLE. UT
 MINERSVILLE. UT
 MOAB. UT
 MONA. UT
 MONROE. UT
 CITY OF MONTICELLO. UT
 MORGAN. UT
 MORONI. UT
 MOUNT PLEASANT. UT
 MURRAY CITY CORPORATION. UT
 MYTON. UT
 NAPLES. UT
 NEPHI. UT
 NEW HARMONY. UT
 NEWTON. UT
 NIBLEY. UT
 NORTH LOGAN. UT
 NORTH OGDEN. UT
 NORTH SALT LAKE CITY. UT
 OAK CITY. UT
 OAKLEY. UT
 OGDEN CITY CORPORATION. UT
 OPHIR. UT
 ORANGEVILLE. UT
 ORDERVILLE. UT
 OREM. UT
 PANGUITCH. UT
 PARADISE. UT
 PARAGONAH. UT
 PARK CITY. UT
 PAROWAN. UT
 PAYSON. UT
 PERRY. UT
 PLAIN CITY. UT
 PLEASANT GROVE CITY. UT
 PLEASANT VIEW. UT
 PLYMOUTH. UT
 PORTAGE. UT
 PRICE. UT
 PROVIDENCE. UT
 PROVO. UT
 RANDOLPH. UT
 REDMOND. UT
 RICHFIELD. UT
 RICHMOND. UT
 RIVERDALE. UT
 RIVER HEIGHTS. UT
 RIVERTON CITY. UT
 ROCKVILLE. UT
 ROCKY RIDGE. UT

ROOSEVELT CITY CORPORATION. UT
 ROY. UT
 RUSH VALLEY. UT
 CITY OF ST. GEORGE. UT
 SALEM. UT
 SALINA. UT
 SALT LAKE CITY CORPORATION. UT
 SANDY. UT
 SANTA CLARA. UT
 SANTAQUIN. UT
 SARATOGA SPRINGS. UT
 SCIPIO. UT
 SCOFIELD. UT
 SIGURD. UT
 SMITHFIELD. UT
 SNOWVILLE. UT
 CITY OF SOUTH JORDAN. UT
 SOUTH OGDEN. UT
 CITY OF SOUTH SALT LAKE. UT
 SOUTH WEBER. UT
 SPANISH FORK. UT
 SPRING CITY. UT
 SPRINGDALE. UT
 SPRINGVILLE. UT
 STERLING. UT
 STOCKTON. UT
 SUNNYSIDE. UT
 SUNSET CITY CORP. UT
 SYRACUSE. UT
 TABIONA. UT
 CITY OF TAYLORSVILLE. UT
 TOOELE CITY CORPORATION. UT
 TOQUERVILLE. UT
 TORREY. UT
 TREMONTON CITY. UT
 TRENTON. UT
 TROPIC. UT
 UINTAH. UT
 VERNAL CITY. UT
 VERNON. UT
 VINEYARD. UT
 VIRGIN. UT
 WALES. UT
 WALLSBURG. UT
 WASHINGTON CITY. UT
 WASHINGTON TERRACE. UT
 WELLINGTON. UT
 WELLSVILLE. UT
 WENDOVER. UT
 WEST BOUNTIFUL. UT
 WEST HAVEN. UT
 WEST JORDAN. UT
 WEST POINT. UT
 WEST VALLEY CITY. UT
 WILLARD. UT
 WOODLAND HILLS. UT
 WOODRUFF. UT
 WOODS CROSS. UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH. LA
 ASCENSION PARISH. LA. CLEAR OF COURT
 CADDO PARISH. LA
 CALCASIEU PARISH. LA
 CALCASIEU PARISH SHERIFF'S OFFICE. LA
 CITY AND COUNTY OF HONOLULU. HI
 CLACKAMAS COUNTY. OR
 CLACKAMAS COUNTY DEPT OF TRANSPORTATION. OR

CLATSOP COUNTY, OR
 COLUMBIA COUNTY, OR
 COOS COUNTY, OR
 COOS COUNTY HIGHWAY DEPARTMENT, OR
 COUNTY OF HAWAII, OR
 CROOK COUNTY, OR
 CROOK COUNTY ROAD DEPARTMENT, OR
 CURRY COUNTY, OR
 DESCHUTES COUNTY, OR
 DOUGLAS COUNTY, OR
 EAST BATON ROUGE PARISH, LA
 GILLIAM COUNTY, OR
 GRANT COUNTY, OR
 HARNEY COUNTY, OR
 HARNEY COUNTY SHERIFFS OFFICE, OR
 HAWAII COUNTY, HI
 HOOD RIVER COUNTY, OR
 JACKSON COUNTY, OR
 JEFFERSON COUNTY, OR
 JEFFERSON PARISH, LA
 JOSEPHINE COUNTY GOVERNMENT, OR
 LAFAYETTE CONSOLIDATED GOVERNMENT, LA
 LAFAYETTE PARISH, LA
 LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
 LAFOURCHE PARISH, LA
 KAUAI COUNTY, HI
 KLAMATH COUNTY, OR
 LAKE COUNTY, OR
 LANE COUNTY, OR
 LINCOLN COUNTY, OR
 LINN COUNTY, OR
 LIVINGSTON PARISH, LA
 MALHEUR COUNTY, OR
 MAUI COUNTY, HI
 MARION COUNTY, SALEM, OR
 MORROW COUNTY, OR
 MULTNOMAH COUNTY, OR
 MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
 MULTNOMAH COUNTY SHERIFFS OFFICE, OR
 MULTNOMAH LAW LIBRARY, OR
 ORLEANS PARISH, LA
 PLAQUEMINES PARISH, LA
 POLK COUNTY, OR
 RAPIDES PARISH, LA
 SAINT CHARLES PARISH, LA
 SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
 SAINT LANDRY PARISH, LA
 SAINT TAMMANY PARISH, LA
 SHERMAN COUNTY, OR
 TERREBONNE PARISH, LA
 TILLAMOOK COUNTY, OR
 TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
 TILLAMOOK COUNTY GENERAL HOSPITAL, OR
 UMATILLA COUNTY, OR
 UNION COUNTY, OR
 WALLOWA COUNTY, OR
 WASCO COUNTY, OR
 WASHINGTON COUNTY, OR
 WEST BATON ROUGE PARISH, LA
 WHEELER COUNTY, OR
 YAMHILL COUNTY, OR
 COUNTY OF BOX ELDER, UT
 COUNTY OF CACHE, UT
 COUNTY OF RICH, UT
 COUNTY OF WEBER, UT
 COUNTY OF MORGAN, UT
 COUNTY OF DAVIS, UT

COUNTY OF SUMMIT, UT
 COUNTY OF DAGGETT, UT
 COUNTY OF SALT LAKE, UT
 COUNTY OF TOOELE, UT
 COUNTY OF UTAH, UT
 COUNTY OF WASATCH, UT
 COUNTY OF DUCHESNE, UT
 COUNTY OF Uintah, UT
 COUNTY OF CARBON, UT
 COUNTY OF SANPETE, UT
 COUNTY OF JUAB, UT
 COUNTY OF MILLARD, UT
 COUNTY OF SEVIER, UT
 COUNTY OF EMERY, UT
 COUNTY OF GRAND, UT
 COUNTY OF BEVER, UT
 COUNTY OF PIUTE, UT
 COUNTY OF WAYNE, UT
 COUNTY OF SAN JUAN, UT
 COUNTY OF GARFIELD, UT
 COUNTY OF KANE, UT
 COUNTY OF IRON, UT
 COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

ADAIR R.F.P.D., OR
 ADEL WATER IMPROVEMENT DISTRICT, OR
 ADRIAN R.F.P.D., OR
 AGNESS COMMUNITY LIBRARY, OR
 AGNESS-ILLAHE R.F.P.D., OR
 AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
 ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
 ALFALFA FIRE DISTRICT, OR
 ALSEA R.F.P.D., OR
 ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
 AMITY FIRE DISTRICT, OR
 ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
 APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
 APPLGATE VALLEY R.F.P.D. #9, OR
 ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
 ARCH CAPE SANITARY DISTRICT, OR
 ARNOLD IRRIGATION DISTRICT, OR
 ASH CREEK WATER CONTROL DISTRICT, OR
 ATHENA CEMETERY MAINTENANCE DISTRICT, OR
 AUMSVILLE R.F.P.D., OR
 AURORA R.F.P.D., OR
 AZALEA R.F.P.D., OR
 BADGER IMPROVEMENT DISTRICT, OR
 BAILEY-SPENCER R.F.P.D., OR
 BAKER COUNTY LIBRARY DISTRICT, OR
 BAKER R.F.P.D., OR
 BAKER RIVERTON ROAD DISTRICT, OR
 BAKER VALLEY IRRIGATION DISTRICT, OR
 BAKER VALLEY S.W.C.D., OR
 BAKER VALLEY VECTOR CONTROL DISTRICT, OR
 BANDON CRANBERRY WATER CONTROL DISTRICT, OR
 BANDON R.F.P.D., OR
 BANKS FIRE DISTRICT, OR
 BANKS FIRE DISTRICT #13, OR
 BAR L RANCH ROAD DISTRICT, OR
 BARLOW WATER IMPROVEMENT DISTRICT, OR
 BASIN AMBULANCE SERVICE DISTRICT, OR
 BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
 BATON ROUGE WATER COMPANY
 BAY AREA HEALTH DISTRICT, OR

BAYSHORE SPECIAL ROAD DISTRICT, OR
 BEAR VALLEY SPECIAL ROAD DISTRICT, OR
 BEAVER CREEK WATER CONTROL DISTRICT, OR
 BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
 BEAVER SLOUGH DRAINAGE DISTRICT, OR
 BEAVER SPECIAL ROAD DISTRICT, OR
 BEAVER WATER DISTRICT, OR
 BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
 BEND METRO PARK AND RECREATION DISTRICT
 BENTON S.W.C.D., OR
 BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
 BEVERLY BEACH WATER DISTRICT, OR
 BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
 BIG BEND IRRIGATION DISTRICT, OR
 BIGGS SERVICE DISTRICT, OR
 BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES,
 OR
 BLACK BUTTE RANCH R.F.P.D., OR
 BLACK MOUNTAIN WATER DISTRICT, OR
 BLODGETT-SUMMIT R.F.P.D., OR
 BLUE MOUNTAIN HOSPITAL DISTRICT, OR
 BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
 BLUE RIVER PARK & RECREATION DISTRICT, OR
 BLUE RIVER WATER DISTRICT, OR
 BLY R.F.P.D., OR
 BLY VECTOR CONTROL DISTRICT, OR
 BLY WATER AND SANITARY DISTRICT, OR
 BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
 BOARDMAN PARK AND RECREATION DISTRICT
 BOARDMAN R.F.P.D., OR
 BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
 BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
 BONANZA R.F.P.D., OR
 BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT,
 OR
 BORING WATER DISTRICT #24, OR
 BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
 BRIDGE R.F.P.D., OR
 BROOKS COMMUNITY SERVICE DISTRICT, OR
 BROWNSVILLE R.F.P.D., OR
 BUELL-RED PRAIRIE WATER DISTRICT, OR
 BUNKER HILL R.F.P.D. #1, OR
 BUNKER HILL SANITARY DISTRICT, OR
 BURLINGTON WATER DISTRICT, OR
 BURNT RIVER IRRIGATION DISTRICT, OR
 BURNT RIVER S.W.C.D., OR
 CALAPOOIA R.F.P.D., OR
 CAMAS VALLEY R.F.P.D., OR
 CAMELLIA PARK SANITARY DISTRICT, OR
 CAMMANN ROAD DISTRICT, OR
 CAMP SHERMAN ROAD DISTRICT, OR
 CANBY AREA TRANSIT, OR
 CANBY R.F.P.D. #62, OR
 CANBY UTILITY BOARD, OR
 CANNON BEACH R.F.P.D., OR
 CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
 CAPE FERRELO R.F.P.D., OR
 CAPE FOULWEATHER SANITARY DISTRICT, OR
 CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
 CARMEL BEACH WATER DISTRICT, OR
 CASCADE VIEW ESTATES TRACT 2, OR
 CEDAR CREST SPECIAL ROAD DISTRICT, OR
 CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
 CEDAR VALLEY - NORTH BANK R.F.P.D., OR
 CENTRAL CASCADES FIRE AND EMS, OR
 CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
 CENTRAL LINCOLN P.U.D., OR
 CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR

CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
 CENTRAL OREGON IRRIGATION DISTRICT, OR
 CHAPARRAL WATER CONTROL DISTRICT, OR
 CHARLESTON FIRE DISTRICT, OR
 CHARLESTON SANITARY DISTRICT, OR
 CHARLOTTE ANN WATER DISTRICT, OR
 CHEHALEM PARK & RECREATION DISTRICT, OR
 CHEHALEM PARK AND RECREATION DISTRICT
 CHEMULT R.F.P.D., OR
 CHENOWITH WATER P.U.D., OR
 CHERRIOTS, OR
 CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
 CHILOQUIN VECTOR CONTROL DISTRICT, OR
 CHILOQUIN-AGENCY LAKE R.F.P.D., OR
 CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
 CHR DISTRICT IMPROVEMENT COMPANY, OR
 CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
 CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
 CHRISTMAS VALLEY R.F.P.D., OR
 CITY OF BOGALUSA SCHOOL BOARD, LA
 CLACKAMAS COUNTY FIRE DISTRICT #1, OR
 CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
 CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
 CLACKAMAS RIVER WATER
 CLACKAMAS RIVER WATER, OR
 CLACKAMAS S.W.C.D., OR
 CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
 CLATSKANIE LIBRARY DISTRICT, OR
 CLATSKANIE P.U.D., OR
 CLATSKANIE PARK & RECREATION DISTRICT, OR
 CLATSKANIE PEOPLE'S UTILITY DISTRICT
 CLATSKANIE R.F.P.D., OR
 CLATSOP CARE CENTER HEALTH DISTRICT, OR
 CLATSOP COUNTY S.W.C.D., OR
 CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
 CLEAN WATER SERVICES
 CLEAN WATER SERVICES, OR
 CLOVERDALE R.F.P.D., OR
 CLOVERDALE SANITARY DISTRICT, OR
 CLOVERDALE WATER DISTRICT, OR
 COALEDO DRAINAGE DISTRICT, OR
 COBURG FIRE DISTRICT, OR
 COLESTIN RURAL FIRE DISTRICT, OR
 COLTON R.F.P.D., OR
 COLTON WATER DISTRICT #11, OR
 COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
 COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
 COLUMBIA DRAINAGE VECTOR CONTROL, OR
 COLUMBIA IMPROVEMENT DISTRICT, OR
 COLUMBIA R.F.P.D., OR
 COLUMBIA RIVER FIRE & RESCUE, OR
 COLUMBIA RIVER PUD, OR
 COLUMBIA S.W.C.D., OR
 COLUMBIA S.W.C.D., OR
 CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
 COOS COUNTY AIRPORT DISTRICT, OR
 COOS COUNTY AIRPORT DISTRICT, OR
 COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
 COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
 COOS FOREST PROTECTIVE ASSOCIATION
 COOS S.W.C.D., OR
 COQUILLE R.F.P.D., OR
 COQUILLE VALLEY HOSPITAL DISTRICT, OR
 CORBETT WATER DISTRICT, OR
 CORNELIUS R.F.P.D., OR
 CORP RANCH ROAD WATER IMPROVEMENT, OR
 CORVALLIS R.F.P.D., OR
 COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR

COUNTRY CLUB WATER DISTRICT, OR
 COUNTRY ESTATES ROAD DISTRICT, OR
 COVE CEMETERY MAINTENANCE DISTRICT, OR
 COVE ORCHARD SEWER SERVICE DISTRICT, OR
 COVE R.F.P.D., OR
 CRESCENT R.F.P.D., OR
 CRESCENT SANITARY DISTRICT, OR
 CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT,
 OR
 CROOK COUNTY AGRICULTURE EXTENSION SERVICE
 DISTRICT, OR
 CROOK COUNTY CEMETERY DISTRICT, OR
 CROOK COUNTY FIRE AND RESCUE, OR
 CROOK COUNTY PARKS & RECREATION DISTRICT, OR
 CROOK COUNTY S.W.C.D., OR
 CROOK COUNTY VECTOR CONTROL DISTRICT, OR
 CROOKED RIVER RANCH R.F.P.D., OR
 CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
 CRYSTAL SPRINGS WATER DISTRICT, OR
 CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
 CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
 CURRY COUNTY S.W.C.D., OR
 CURRY HEALTH DISTRICT, OR
 CURRY PUBLIC LIBRARY DISTRICT, OR
 DALLAS CEMETERY DISTRICT #4, OR
 DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
 DAVID CROCKETT STEAM FIRE COMPANY #1, LA
 DAYS CREEK R.F.P.D., OR
 DAYTON FIRE DISTRICT, OR
 DEAN MINARD WATER DISTRICT, OR
 DEE IRRIGATION DISTRICT, OR
 DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
 DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
 DEPOE BAY R.F.P.D., OR
 DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
 DESCHUTES COUNTY R.F.P.D. #2, OR
 DESCHUTES PUBLIC LIBRARY DISTRICT, OR
 DESCHUTES S.W.C.D., OR
 DESCHUTES VALLEY WATER DISTRICT, OR
 DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
 DEXTER R.F.P.D., OR
 DEXTER SANITARY DISTRICT, OR
 DORA-SITKUM R.F.P.D., OR
 DOUGLAS COUNTY FIRE DISTRICT #2, OR
 DOUGLAS S.W.C.D., OR
 DRAKES CROSSING R.F.P.D., OR
 DRRH SPECIAL ROAD DISTRICT #6, OR
 DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
 DUFUR RECREATION DISTRICT, OR
 DUMBECK LANE DOMESTIC WATER SUPPLY, OR
 DUNDEE R.F.P.D., OR
 DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT,
 OR
 EAGLE POINT IRRIGATION DISTRICT, OR
 EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
 EAGLE VALLEY R.F.P.D., OR
 EAGLE VALLEY S.W.C.D., OR
 EAST FORK IRRIGATION DISTRICT, OR
 EAST MULTNOMAH S.W.C.D., OR
 EAST SALEM SERVICE DISTRICT, OR
 EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
 EAST UMATILLA COUNTY AMBULANCE AREA HEALTH
 DISTRICT, OR
 EAST UMATILLA COUNTY R.F.P.D., OR
 EAST VALLEY WATER DISTRICT, OR
 ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
 ELGIN HEALTH DISTRICT, OR
 ELGIN R.F.P.D., OR

ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
 ELKTON R.F.P.D., OR
 EMERALD P.U.D., OR
 ENTERPRISE IRRIGATION DISTRICT, OR
 ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
 ESTACADA R.F.P.D. #69, OR
 EUGENE R.F.P.D. # 1, OR
 EUGENE WATER AND ELECTRIC BOARD
 EVANS VALLEY FIRE DISTRICT #6, OR
 FAIR OAKS R.F.P.D., OR
 FAIRVIEW R.F.P.D., OR
 FAIRVIEW WATER DISTRICT, OR
 FALCON HEIGHTS WATER AND SEWER, OR
 FALCON-COVE BEACH WATER DISTRICT, OR
 FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
 FARGO INTERCHANGE SERVICE DISTRICT, OR
 FARMERS IRRIGATION DISTRICT, OR
 FAT ELK DRAINAGE DISTRICT, OR
 FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
 FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
 FOR FAR ROAD DISTRICT, OR
 FOREST GROVE R.F.P.D., OR
 FOREST VIEW SPECIAL ROAD DISTRICT, OR
 FORT ROCK-SILVER LAKE S.W.C.D., OR
 FOUR RIVERS VECTOR CONTROL DISTRICT, OR
 FOX CEMETERY MAINTENANCE DISTRICT, OR
 GARDINER R.F.P.D., OR
 GARDINER SANITARY DISTRICT, OR
 GARIBALDI R.F.P.D., OR
 GASTON R.F.P.D., OR
 GATES R.F.P.D., OR
 GEARHART R.F.P.D., OR
 GILLIAM S.W.C.D., OR
 GLENDALE AMBULANCE DISTRICT, OR
 GLENDALE R.F.P.D., OR
 GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
 GLENEDEN SANITARY DISTRICT, OR
 GLENWOOD WATER DISTRICT, OR
 GLIDE - IDLEYLD SANITARY DISTRICT, OR
 GLIDE R.F.P.D., OR
 GOLD BEACH - WEDDERBURN R.F.P.D., OR
 GOLD HILL IRRIGATION DISTRICT, OR
 GOLDFINCH ROAD DISTRICT, OR
 GOSHEN R.F.P.D., OR
 GOVERNMENT CAMP ROAD DISTRICT, OR
 GOVERNMENT CAMP SANITARY DISTRICT, OR
 GRAND PRAIRIE WATER CONTROL DISTRICT, OR
 GRAND RONDE SANITARY DISTRICT, OR
 GRANT COUNTY TRANSPORTATION DISTRICT, OR
 GRANT S.W.C.D., OR
 GRANTS PASS IRRIGATION DISTRICT, OR
 GREATER BOWEN VALLEY R.F.P.D., OR
 GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
 GREATER TOLEDO POOL RECREATION DISTRICT, OR
 GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
 GREEN SANITARY DISTRICT, OR
 GREENACRES R.F.P.D., OR
 GREENBERRY IRRIGATION DISTRICT, OR
 GREENSPRINGS RURAL FIRE DISTRICT, OR
 HAHLEN ROAD SPECIAL DISTRICT, OR
 HAINES CEMETERY MAINTENANCE DISTRICT, OR
 HAINES FIRE PROTECTION DISTRICT, OR
 HALSEY-SHEDD R.F.P.D., OR
 HAMLET R.F.P.D., OR
 HARBOR R.F.P.D., OR
 HARBOR SANITARY DISTRICT, OR
 HARBOR WATER P.U.D., OR
 HARNEY COUNTY HEALTH DISTRICT, OR

HARNEY S.W.C.D., OR
 HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
 HARRISBURG FIRE AND RESCUE, OR
 HAUSER R.F.P.D., OR
 HAZELDELL RURAL FIRE DISTRICT, OR
 HEBO JOINT WATER-SANITARY AUTHORITY, OR
 HECETA WATER P.U.D., OR
 HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
 HELIX PARK & RECREATION DISTRICT, OR
 HELIX R.F.P.D. #7-411, OR
 HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
 HEPPNER R.F.P.D., OR
 HEPPNER WATER CONTROL DISTRICT, OR
 HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
 HERMISTON CEMETERY DISTRICT, OR
 HERMISTON IRRIGATION DISTRICT, OR
 HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
 HIGH DESERT PARK & RECREATION DISTRICT, OR
 HIGHLAND SUBDIVISION WATER DISTRICT, OR
 HONOLULU INTERNATIONAL AIRPORT
 HOOD RIVER COUNTY LIBRARY DISTRICT, OR
 HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
 HOOD RIVER S.W.C.D., OR
 HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
 HOODLAND FIRE DISTRICT #74
 HOODLAND FIRE DISTRICT #74, OR
 HORSEFLY IRRIGATION DISTRICT, OR
 HOSKINS-KINGS VALLEY R.F.P.D., OR
 HOUSING AUTHORITY OF PORTLAND
 HUBBARD R.F.P.D., OR
 HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
 I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
 ICE FOUNTAIN WATER DISTRICT, OR
 IDAHO POINT SPECIAL ROAD DISTRICT, OR
 IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
 ILLINOIS VALLEY FIRE DISTRICT
 ILLINOIS VALLEY R.F.P.D., OR
 ILLINOIS VALLEY S.W.C.D., OR
 IMBLER R.F.P.D., OR
 INTERLACHEN WATER P.U.D., OR
 IONE LIBRARY DISTRICT, OR
 IONE R.F.P.D. #6-604, OR
 IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
 IRONSIDE RURAL ROAD DISTRICT #5, OR
 IRRIGON PARK & RECREATION DISTRICT, OR
 IRRIGON R.F.P.D., OR
 ISLAND CITY AREA SANITATION DISTRICT, OR
 ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
 JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
 JACKSON COUNTY FIRE DISTRICT #3, OR
 JACKSON COUNTY FIRE DISTRICT #4, OR
 JACKSON COUNTY FIRE DISTRICT #5, OR
 JACKSON COUNTY LIBRARY DISTRICT, OR
 JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
 JACKSON S.W.C.D., OR
 JASPER KNOLLS WATER DISTRICT, OR
 JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
 JEFFERSON COUNTY FIRE DISTRICT #1, OR
 JEFFERSON COUNTY LIBRARY DISTRICT, OR
 JEFFERSON COUNTY S.W.C.D., OR
 JEFFERSON PARK & RECREATION DISTRICT, OR
 JEFFERSON R.F.P.D., OR
 JOB'S DRAINAGE DISTRICT, OR
 JOHN DAY WATER DISTRICT, OR

JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
 JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
 JORDAN VALLEY CEMETERY DISTRICT, OR
 JORDAN VALLEY IRRIGATION DISTRICT, OR
 JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
 JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
 JOSEPHINE COUNTY 911 AGENCY, OR
 JUNCTION CITY R.F.P.D., OR
 JUNCTION CITY WATER CONTROL DISTRICT, OR
 JUNIPER BUTTE ROAD DISTRICT, OR
 JUNIPER CANYON WATER CONTROL DISTRICT, OR
 JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
 JUNIPER FLAT R.F.P.D., OR
 JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
 KEATING R.F.P.D., OR
 KEATING S.W.C.D., OR
 KEIZER R.F.P.D., OR
 KELLOGG RURAL FIRE DISTRICT, OR
 KENO IRRIGATION DISTRICT, OR
 KENO PINES ROAD DISTRICT, OR
 KENO R.F.P.D., OR
 KENT WATER DISTRICT, OR
 KERBY WATER DISTRICT, OR
 K-GB-LB WATER DISTRICT, OR
 KILCHIS WATER DISTRICT, OR
 KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
 KLAMATH BASIN IMPROVEMENT DISTRICT, OR
 KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
 KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
 KLAMATH COUNTY FIRE DISTRICT #1, OR
 KLAMATH COUNTY FIRE DISTRICT #3, OR
 KLAMATH COUNTY FIRE DISTRICT #4, OR
 KLAMATH COUNTY FIRE DISTRICT #5, OR
 KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
 KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
 KLAMATH DRAINAGE DISTRICT, OR
 KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
 KLAMATH INTEROPERABILITY RADIO GROUP, OR
 KLAMATH IRRIGATION DISTRICT, OR
 KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
 KLAMATH S.W.C.D., OR
 KLAMATH VECTOR CONTROL DISTRICT, OR
 KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
 LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
 LA GRANDE R.F.P.D., OR
 LA PINE PARK & RECREATION DISTRICT, OR
 LA PINE R.F.P.D., OR
 LABISH VILLAGE SEWAGE & DRAINAGE, OR
 LACOMB IRRIGATION DISTRICT, OR
 LAFAYETTE AIRPORT COMMISSION, LA
 LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
 LAIDLAW WATER DISTRICT, OR
 LAKE CHINOOK FIRE & RESCUE, OR
 LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
 LAKE COUNTY LIBRARY DISTRICT, OR
 LAKE CREEK R.F.P.D. - JACKSON, OR
 LAKE CREEK R.F.P.D. - LANE COUNTY, OR
 LAKE DISTRICT HOSPITAL, OR
 LAKE GROVE R.F.P.D. NO. 57, OR
 LAKE GROVE WATER DISTRICT, OR
 LAKE LABISH WATER CONTROL DISTRICT, OR
 LAKE POINT SPECIAL ROAD DISTRICT, OR
 LAKESIDE R.F.P.D. #4, OR
 LAKESIDE WATER DISTRICT, OR
 LAKEVIEW R.F.P.D., OR
 LAKEVIEW S.W.C.D., OR
 LAMONTAI IMPROVEMENT DISTRICT, OR
 LANE FIRE AUTHORITY, OR

LANE LIBRARY DISTRICT, OR
 LANE TRANSIT DISTRICT, OR
 LANGELL VALLEY IRRIGATION DISTRICT, OR
 LANGLOIS PUBLIC LIBRARY, OR
 LANGLOIS R.F.P.D., OR
 LANGLOIS WATER DISTRICT, OR
 LAZY RIVER SPECIAL ROAD DISTRICT, OR
 LEBANON AQUATIC DISTRICT, OR
 LEBANON R.F.P.D., OR
 LEWIS & CLARK R.F.P.D., OR
 LINCOLN COUNTY LIBRARY DISTRICT, OR
 LINCOLN S.W.C.D., OR
 LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
 LINN S.W.C.D., OR
 LITTLE MUDDY CREEK WATER CONTROL, OR
 LITTLE NESTUCCA DRAINAGE DISTRICT, OR
 LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
 LONE PINE IRRIGATION DISTRICT, OR
 LONG PRAIRIE WATER DISTRICT, OR
 LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
 LOOKINGGLASS RURAL FIRE DISTRICT, OR
 LORANE R.F.P.D., OR
 LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
 LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
 LOUISIANA PUBLIC SERVICE COMMISSION, LA
 LOUISIANA WATER WORKS
 LOWELL R.F.P.D., OR
 LOWER MCKAY CREEK R.F.P.D., OR
 LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
 LOWER POWDER RIVER IRRIGATION DISTRICT, OR
 LOWER SILETZ WATER DISTRICT, OR
 LOWER UMPQUA HOSPITAL DISTRICT, OR
 LOWER UMPQUA PARK & RECREATION DISTRICT, OR
 LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
 LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
 LUSTED WATER DISTRICT, OR
 LYONS R.F.P.D., OR
 LYONS-MEHAMA WATER DISTRICT, OR
 MADRAS AQUATIC CENTER DISTRICT, OR
 MAKAI SPECIAL ROAD DISTRICT, OR
 MALHEUR COUNTY S.W.C.D., OR
 MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
 MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
 MALHEUR DRAINAGE DISTRICT, OR
 MALHEUR MEMORIAL HEALTH DISTRICT, OR
 MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT,
 OR
 MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
 MALIN IRRIGATION DISTRICT, OR
 MALIN R.F.P.D., OR
 MAPLETON FIRE DEPARTMENT, OR
 MAPLETON WATER DISTRICT, OR
 MARCOLA WATER DISTRICT, OR
 MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
 MARION COUNTY FIRE DISTRICT #1, OR
 MARION JACK IMPROVEMENT DISTRICT, OR
 MARION S.W.C.D., OR
 MARY'S RIVER ESTATES ROAD DISTRICT, OR
 MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
 MCKAY ACRES IMPROVEMENT DISTRICT, OR
 MCKAY DAM R.F.P.D. # 7-410, OR
 MCKENZIE FIRE & RESCUE, OR
 MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
 MCMINNVILLE R.F.P.D., OR
 MCNULTY WATER P.U.D., OR
 MEADOWS DRAINAGE DISTRICT, OR
 MEDFORD IRRIGATION DISTRICT, OR
 MEDFORD R.F.P.D. #2, OR

MEDFORD WATER COMMISSION
 MEDICAL SPRINGS R.F.P.D., OR
 MELHEUR COUNTY JAIL, OR
 MERLIN COMMUNITY PARK DISTRICT, OR
 MERRILL CEMETERY MAINTENANCE DISTRICT, OR
 MERRILL PARK DISTRICT, OR
 MERRILL R.F.P.D., OR
 METRO REGIONAL GOVERNMENT
 METRO REGIONAL PARKS
 METROPOLITAN EXPOSITION RECREATION COMMISSION
 METROPOLITAN SERVICE DISTRICT (METRO)
 MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
 MID-COLUMBIA FIRE AND RESCUE, OR
 MIDDLE FORK IRRIGATION DISTRICT, OR
 MIDLAND COMMUNITY PARK, OR
 MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
 MILES CROSSING SANITARY SEWER DISTRICT, OR
 MILL CITY R.F.P.D. #2-303, OR
 MILL FOUR DRAINAGE DISTRICT, OR
 MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
 MILLINGTON R.F.P.D. #5, OR
 MILO VOLUNTEER FIRE DEPARTMENT, OR
 MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
 MILTON-FREEWATER WATER CONTROL DISTRICT, OR
 MIROCO SPECIAL ROAD DISTRICT, OR
 MIST-BIRKENFELD R.F.P.D., OR
 MODOC POINT IRRIGATION DISTRICT, OR
 MODOC POINT SANITARY DISTRICT, OR
 MOHAWK VALLEY R.F.P.D., OR
 MOLALLA AQUATIC DISTRICT, OR
 MOLALLA R.F.P.D. #73, OR
 MONITOR R.F.P.D., OR
 MONROE R.F.P.D., OR
 MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
 MONUMENT S.W.C.D., OR
 MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
 MORO R.F.P.D., OR
 MORROW COUNTY HEALTH DISTRICT, OR
 MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
 MORROW S.W.C.D., OR
 MOSIER FIRE DISTRICT, OR
 MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
 MT. ANGEL R.F.P.D., OR
 MT. HOOD IRRIGATION DISTRICT, OR
 MT. LAKI CEMETERY DISTRICT, OR
 MT. VERNON R.F.P.D., OR
 MULINO WATER DISTRICT #1, OR
 MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
 MULTNOMAH COUNTY R.F.P.D. #10, OR
 MULTNOMAH COUNTY R.F.P.D. #14, OR
 MULTNOMAH EDUCATION SERVICE DISTRICT
 MYRTLE CREEK R.F.P.D., OR
 NEAH-KAH-NIE WATER DISTRICT, OR
 NEDONNA R.F.P.D., OR
 NEHALEM BAY FIRE AND RESCUE, OR
 NEHALEM BAY HEALTH DISTRICT, OR
 NEHALEM BAY WASTEWATER AGENCY, OR
 NESIKA BEACH-OPHIR WATER DISTRICT, OR
 NESKOWIN REGIONAL SANITARY AUTHORITY, OR
 NESKOWIN REGIONAL WATER DISTRICT, OR
 NESTUCCA R.F.P.D., OR
 NETARTS WATER DISTRICT, OR
 NETARTS-OCEANSIDE R.F.P.D., OR
 NETARTS-OCEANSIDE SANITARY DISTRICT, OR
 NEW BRIDGE WATER SUPPLY DISTRICT, OR
 NEW CARLTON FIRE DISTRICT, OR
 NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
 NEW PINE CREEK R.F.P.D., OR

NEWBERG R.F.P.D., OR
 NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
 NEWPORT R.F.P.D., OR
 NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY,
 OR
 NORTH ALBANY R.F.P.D., OR
 NORTH BAY R.F.P.D. #9, OR
 NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
 NORTH COUNTY RECREATION DISTRICT, OR
 NORTH DOUGLAS COUNTY FIRE & EMS, OR
 NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
 NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
 NORTH GILLIAM COUNTY R.F.P.D., OR
 NORTH LAKE HEALTH DISTRICT, OR
 NORTH LEBANON WATER CONTROL DISTRICT, OR
 NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
 NORTH LINCOLN HEALTH DISTRICT, OR
 NORTH MORROW VECTOR CONTROL DISTRICT, OR
 NORTH SHERMAN COUNTY R.F.P.D. OR
 NORTH UNIT IRRIGATION DISTRICT, OR
 NORTHEAST OREGON HOUSING AUTHORITY, OR
 NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
 NORTHERN WASCO COUNTY P.U.D., OR
 NORTHERN WASCO COUNTY PARK & RECREATION
 DISTRICT, OR
 NYE DITCH USERS DISTRICT IMPROVEMENT, OR
 NYSSA ROAD ASSESSMENT DISTRICT #2, OR
 NYSSA RURAL FIRE DISTRICT, OR
 NYSSA-ARCADIA DRAINAGE DISTRICT, OR
 OAK LODGE WATER SERVICES, OR
 OAKLAND R.F.P.D., OR
 OAKVILLE COMMUNITY CENTER, OR
 OCEANSIDE WATER DISTRICT, OR
 OCHOCO IRRIGATION DISTRICT, OR
 OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
 ODELL SANITARY DISTRICT, OR
 OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
 OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
 ONTARIO LIBRARY DISTRICT, OR
 ONTARIO R.F.P.D., OR
 OPHIR R.F.P.D., OR
 OREGON COAST COMMUNITY ACTION
 OREGON HOUSING AND COMMUNITY SERVICES
 OREGON INTERNATIONAL PORT OF COOS BAY, OR
 OREGON LEGISLATIVE ADMINISTRATION
 OREGON OUTBACK R.F.P.D., OR
 OREGON POINT, OR
 OREGON TRAIL LIBRARY DISTRICT, OR
 OTTER ROCK WATER DISTRICT, OR
 OWW UNIT #2 SANITARY DISTRICT, OR
 OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
 OWYHEE IRRIGATION DISTRICT, OR
 PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
 PACIFIC COMMUNITIES HEALTH DISTRICT, OR
 PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
 PALATINE HILL WATER DISTRICT, OR
 PALMER CREEK WATER DISTRICT IMPROVEMENT
 COMPANY, OR
 PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
 PANTHER CREEK ROAD DISTRICT, OR
 PANTHER CREEK WATER DISTRICT, OR
 PARKDALE R.F.P.D., OR
 PARKDALE SANITARY DISTRICT, OR
 PENINSULA DRAINAGE DISTRICT #1, OR
 PENINSULA DRAINAGE DISTRICT #2, OR
 PHILOMATH FIRE AND RESCUE, OR
 PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
 PILOT ROCK PARK & RECREATION DISTRICT, OR

PILOT ROCK R.F.P.D., OR
 PINE EAGLE HEALTH DISTRICT, OR
 PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
 PINE GROVE IRRIGATION DISTRICT, OR
 PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
 PINE GROVE WATER DISTRICT-MAUPIN, OR
 PINE VALLEY CEMETERY DISTRICT, OR
 PINE VALLEY R.F.P.D., OR
 PINWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
 PIONEER DISTRICT IMPROVEMENT COMPANY, OR
 PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
 PISTOL RIVER FIRE DISTRICT, OR
 PLEASANT HILL R.F.P.D., OR
 PLEASANT HOME WATER DISTRICT, OR
 POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
 POE VALLEY IMPROVEMENT DISTRICT, OR
 POE VALLEY PARK & RECREATION DISTRICT, OR
 POE VALLEY VECTOR CONTROL DISTRICT, OR
 POLK COUNTY FIRE DISTRICT #1, OR
 POLK S.W.C.D., OR
 POMPADOUR WATER IMPROVEMENT DISTRICT, OR
 PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
 PORT OF ALSEA, OR
 PORT OF ARLINGTON, OR
 PORT OF ASTORIA, OR
 PORT OF BANDON, OR
 PORT OF BRANDON, OR
 PORT OF BROOKINGS HARBOR, OR
 PORT OF CASCADE LOCKS, OR
 PORT OF COQUILLE RIVER, OR
 PORT OF GARIBALDI, OR
 PORT OF GOLD BEACH, OR
 PORT OF HOOD RIVER, OR
 PORT OF MORGAN CITY, LA
 PORT OF MORROW, OR
 PORT OF NEHALEM, OR
 PORT OF NEWPORT, OR
 PORT OF PORT ORFORD, OR
 PORT OF PORTLAND, OR
 PORT OF SIUSLAW, OR
 PORT OF ST. HELENS, OR
 PORT OF THE DALLES, OR
 PORT OF TILLAMOOK BAY, OR
 PORT OF TOLEDO, OR
 PORT OF UMATILLA, OR
 PORT OF UMPQUA, OR
 PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
 PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
 PORT ORFORD R.F.P.D., OR
 PORTLAND DEVELOPMENT COMMISSION, OR
 PORTLAND FIRE AND RESCUE
 PORTLAND HOUSING CENTER, OR
 POWDER R.F.P.D., OR
 POWDER RIVER R.F.P.D., OR
 POWDER VALLEY WATER CONTROL DISTRICT, OR
 POWERS HEALTH DISTRICT, OR
 PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
 PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
 PROSPECT R.F.P.D., OR
 QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
 QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
 RAINBOW WATER DISTRICT, OR
 RAINIER CEMETERY DISTRICT, OR
 RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
 RALEIGH WATER DISTRICT, OR
 REDMOND AREA PARK & RECREATION DISTRICT, OR
 REDMOND FIRE AND RESCUE, OR
 RIDDLE FIRE PROTECTION DISTRICT, OR

RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR
 RIDGEWOOD ROAD DISTRICT, OR
 RIETH SANITARY DISTRICT, OR
 RIETH WATER DISTRICT, OR
 RIMROCK WEST IMPROVEMENT DISTRICT, OR
 RINK CREEK WATER DISTRICT, OR
 RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
 RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
 RIVER MEADOWS IMPROVEMENT DISTRICT, OR
 RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
 RIVER ROAD PARK & RECREATION DISTRICT, OR
 RIVER ROAD WATER DISTRICT, OR
 RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT,
 OR
 RIVERDALE R.F.P.D. 11-JT, OR
 RIVERGROVE WATER DISTRICT, OR
 RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
 RIVERSIDE R.F.P.D. #7-406, OR
 RIVERSIDE WATER DISTRICT, OR
 ROBERTS CREEK WATER DISTRICT, OR
 ROCK CREEK DISTRICT IMPROVEMENT, OR
 ROCK CREEK WATER DISTRICT, OR
 ROCKWOOD WATER P.U.D., OR
 ROCKY POINT FIRE & EMS, OR
 ROGUE RIVER R.F.P.D., OR
 ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
 ROGUE VALLEY SEWER SERVICES, OR
 ROGUE VALLEY SEWER, OR
 ROGUE VALLEY TRANSPORTATION DISTRICT, OR
 ROSEBURG URBAN SANITARY AUTHORITY, OR
 ROSEWOOD ESTATES ROAD DISTRICT, OR
 ROW RIVER VALLEY WATER DISTRICT, OR
 RURAL ROAD ASSESSMENT DISTRICT #3, OR
 RURAL ROAD ASSESSMENT DISTRICT #4, OR
 SAINT LANDRY PARISH TOURIST COMMISSION
 SAINT MARY PARISH REC DISTRICT 2
 SAINT MARY PARISH REC DISTRICT 3
 SAINT TAMMANY FIRE DISTRICT 4, LA
 SALEM AREA MASS TRANSIT DISTRICT, OR
 SALEM MASS TRANSIT DISTRICT
 SALEM SUBURBAN R.F.P.D., OR
 SALISHAN SANITARY DISTRICT, OR
 SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
 SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
 SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
 SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
 SANDY DRAINAGE IMPROVEMENT COMPANY, OR
 SANDY R.F.P.D. #72, OR
 SANTA CLARA R.F.P.D., OR
 SANTA CLARA WATER DISTRICT, OR
 SANTIAM WATER CONTROL DISTRICT, OR
 SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
 SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
 SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
 SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
 SCAPPOOSE R.F.P.D., OR
 SCIO R.F.P.D., OR
 SCOTTSBURG R.F.P.D., OR
 SEAL ROCK R.F.P.D., OR
 SEAL ROCK WATER DISTRICT, OR
 SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
 SHANGRI-LA WATER DISTRICT, OR
 SHASTA VIEW IRRIGATION DISTRICT, OR
 SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
 SHERIDAN FIRE DISTRICT, OR
 SHERMAN COUNTY HEALTH DISTRICT, OR
 SHERMAN COUNTY S.W.C.D., OR
 SHORELINE SANITARY DISTRICT, OR

SILETZ KEYS SANITARY DISTRICT, OR
 SILETZ R.F.P.D., OR
 SILVER FALLS LIBRARY DISTRICT, OR
 SILVER LAKE IRRIGATION DISTRICT, OR
 SILVER LAKE R.F.P.D., OR
 SILVER SANDS SPECIAL ROAD DISTRICT, OR
 SILVERTON R.F.P.D. NO. 2, OR
 SISTERS PARKS & RECREATION DISTRICT, OR
 SISTERS-CAMP SHERMAN R.F.P.D., OR
 SIUSLAW PUBLIC LIBRARY DISTRICT, OR
 SIUSLAW S.W.C.D., OR
 SIUSLAW VALLEY FIRE AND RESCUE, OR
 SIXES R.F.P.D., OR
 SKIPANON WATER CONTROL DISTRICT, OR
 SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
 SLEEPY HOLLOW WATER DISTRICT, OR
 SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
 SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
 SOUTH COUNTY HEALTH DISTRICT, OR
 SOUTH FORK WATER BOARD, OR
 SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
 SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
 SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
 SOUTH LAFOURCHE LEVEE DISTRICT, LA
 SOUTH LANE COUNTY FIRE & RESCUE, OR
 SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
 SOUTH SHERMAN FIRE DISTRICT, OR
 SOUTH SUBURBAN SANITARY DISTRICT, OR
 SOUTH WASCO PARK & RECREATION DISTRICT, OR
 SOUTHERN COOS HEALTH DISTRICT, OR
 SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
 SOUTHVUE IMPROVEMENT DISTRICT, OR
 SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
 SOUTHWESTERN POLK COUNTY R.F.P.D., OR
 SOUTHWOOD PARK WATER DISTRICT, OR
 SPECIAL ROAD DISTRICT #1, OR
 SPECIAL ROAD DISTRICT #8, OR
 SPRING RIVER SPECIAL ROAD DISTRICT, OR
 SPRINGFIELD UTILITY BOARD, OR
 ST. PAUL R.F.P.D., OR
 STANFIELD CEMETERY DISTRICT #6, OR
 STANFIELD IRRIGATION DISTRICT, OR
 STARR CREEK ROAD DISTRICT, OR
 STARWOOD SANITARY DISTRICT, OR
 STAYTON FIRE DISTRICT, OR
 SUBLIMITY FIRE DISTRICT, OR
 SUBURBAN EAST SALEM WATER DISTRICT, OR
 SUBURBAN LIGHTING DISTRICT, OR
 SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
 SUMMER LAKE IRRIGATION DISTRICT, OR
 SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
 SUMNER R.F.P.D., OR
 SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
 SUNDOWN SANITATION DISTRICT, OR
 SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
 SUNNYSIDE IRRIGATION DISTRICT, OR
 SUNRISE WATER AUTHORITY, OR
 SUNRIVER SERVICE DISTRICT, OR
 SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
 SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
 SURFLAND ROAD DISTRICT, OR
 SUTHERLIN VALLEY RECREATION DISTRICT, OR
 SUTHERLIN WATER CONTROL DISTRICT, OR
 SWALLEY IRRIGATION DISTRICT, OR
 SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
 SWEET HOME FIRE & AMBULANCE DISTRICT, OR
 SWISSHOME-DEADWOOD R.F.P.D., OR
 TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR

TALENT IRRIGATION DISTRICT. OR
 TANGENT R.F.P.D.. OR
 TENMILE R.F.P.D.. OR
 TERREBONNE DOMESTIC WATER DISTRICT. OR
 THE DALLES IRRIGATION DISTRICT. OR
 THOMAS CREEK-WESTSIDE R.F.P.D.. OR
 THREE RIVERS RANCH ROAD DISTRICT. OR
 THREE SISTERS IRRIGATION DISTRICT. OR
 TIGARD TUALATIN AQUATIC DISTRICT. OR
 TIGARD WATER DISTRICT. OR
 TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT. OR
 TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT. OR
 TILLAMOOK COUNTY S.W.C.D.. OR
 TILLAMOOK COUNTY TRANSPORTATION DISTRICT. OR
 TILLAMOOK FIRE DISTRICT. OR
 TILLAMOOK P.U.D.. OR
 TILLER R.F.P.D.. OR
 TOBIN DITCH DISTRICT IMPROVEMENT COMPANY. OR
 TOLEDO R.F.P.D.. OR
 TONE WATER DISTRICT. OR
 TOOLEY WATER DISTRICT. OR
 TRASK DRAINAGE DISTRICT. OR
 TRI CITY R.F.P.D. #4. OR
 TRI-CITY WATER & SANITARY AUTHORITY. OR
 TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
 TRIMET. OR
 TUALATIN HILLS PARK & RECREATION DISTRICT
 TUALATIN HILLS PARK & RECREATION DISTRICT. OR
 TUALATIN S.W.C.D.. OR
 TUALATIN VALLEY FIRE & RESCUE
 TUALATIN VALLEY FIRE & RESCUE. OR
 TUALATIN VALLEY IRRIGATION DISTRICT. OR
 TUALATIN VALLEY WATER DISTRICT
 TUALATIN VALLEY WATER DISTRICT. OR
 TUMALO IRRIGATION DISTRICT. OR
 TURNER FIRE DISTRICT. OR
 TWIN ROCKS SANITARY DISTRICT. OR
 TWO RIVERS NORTH SPECIAL ROAD DISTRICT. OR
 TWO RIVERS S.W.C.D.. OR
 TWO RIVERS SPECIAL ROAD DISTRICT. OR
 TYGH VALLEY R.F.P.D.. OR
 TYGH VALLEY WATER DISTRICT. OR
 UMATILLA COUNTY FIRE DISTRICT #1. OR
 UMATILLA COUNTY S.W.C.D.. OR
 UMATILLA COUNTY SPECIAL LIBRARY DISTRICT. OR
 UMATILLA HOSPITAL DISTRICT. OR
 UMATILLA R.F.P.D. #7-405. OR
 UMATILLA-MORROW RADIO AND DATA DISTRICT. OR
 UMPQUA S.W.C.D.. OR
 UNION CEMETERY MAINTENANCE DISTRICT. OR
 UNION COUNTY SOLID WASTE DISPOSAL DISTRICT. OR
 UNION COUNTY VECTOR CONTROL DISTRICT. OR
 UNION GAP SANITARY DISTRICT. OR
 UNION GAP WATER DISTRICT. OR
 UNION HEALTH DISTRICT. OR
 UNION R.F.P.D.. OR
 UNION S.W.C.D.. OR
 UNITY COMMUNITY PARK & RECREATION DISTRICT. OR
 UPPER CLEVELAND RAPIDS ROAD DISTRICT. OR
 UPPER MCKENZIE R.F.P.D.. OR
 UPPER WILLAMETTE S.W.C.D.. OR
 VALE OREGON IRRIGATION DISTRICT. OR
 VALE RURAL FIRE PROTECTION DISTRICT. OR
 VALLEY ACRES SPECIAL ROAD DISTRICT. OR
 VALLEY VIEW CEMETERY MAINTENANCE DISTRICT. OR
 VALLEY VIEW WATER DISTRICT. OR

VANDEVERT ACRES SPECIAL ROAD DISTRICT. OR
 VERNONIA R.F.P.D.. OR
 VINEYARD MOUNTAIN PARK & RECREATION DISTRICT. OR
 VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT. OR
 WALLA WALLA RIVER IRRIGATION DISTRICT. OR
 WALLOWA COUNTY HEALTH CARE DISTRICT. OR
 WALLOWA LAKE COUNTY SERVICE DISTRICT. OR
 WALLOWA LAKE IRRIGATION DISTRICT. OR
 WALLOWA LAKE R.F.P.D.. OR
 WALLOWA S.W.C.D.. OR
 WALLOWA VALLEY IMPROVEMENT DISTRICT #1. OR
 WAMIC R.F.P.D.. OR
 WAMIC WATER & SANITARY AUTHORITY. OR
 WARMSPRINGS IRRIGATION DISTRICT. OR
 WASCO COUNTY S.W.C.D.. OR
 WATER ENVIRONMENT SERVICES. OR
 WATER WONDERLAND IMPROVEMENT DISTRICT. OR
 WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT. OR
 WATSECO-BARVIEW WATER DISTRICT. OR
 WAUNA WATER DISTRICT. OR
 WEDDERBURN SANITARY DISTRICT. OR
 WEST EAGLE VALLEY WATER CONTROL DISTRICT. OR
 WEST EXTENSION IRRIGATION DISTRICT. OR
 WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT. OR
 WEST MULTNOMAH S.W.C.D.. OR
 WEST SIDE R.F.P.D.. OR
 WEST SLOPE WATER DISTRICT. OR
 WEST UMATILLA MOSQUITO CONTROL DISTRICT. OR
 WEST VALLEY FIRE DISTRICT. OR
 WESTERN HEIGHTS SPECIAL ROAD DISTRICT. OR
 WESTERN LANE AMBULANCE DISTRICT. OR
 WESTLAND IRRIGATION DISTRICT. OR
 WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT. OR
 WESTON CEMETERY DISTRICT #2. OR
 WESTPORT FIRE AND RESCUE. OR
 WESTRIDGE WATER SUPPLY CORPORATION. OR
 WESTWOOD HILLS ROAD DISTRICT. OR
 WESTWOOD VILLAGE ROAD DISTRICT. OR
 WHEELER S.W.C.D.. OR
 WHITE RIVER HEALTH DISTRICT. OR
 WIARD MEMORIAL PARK DISTRICT. OR
 WICKIUP WATER DISTRICT. OR
 WILLAKENZIE R.F.P.D.. OR
 WILLAMALANE PARK & RECREATION DISTRICT. OR
 WILLAMALANE PARK AND RECREATION DISTRICT
 WILLAMETTE HUMANE SOCIETY
 WILLAMETTE RIVER WATER COALITION. OR
 WILLIAMS R.F.P.D.. OR
 WILLOW CREEK PARK DISTRICT. OR
 WILLOW DALE WATER DISTRICT. OR
 WILSON RIVER WATER DISTRICT. OR
 WINCHESTER BAY R.F.P.D.. OR
 WINCHESTER BAY SANITARY DISTRICT. OR
 WINCHUCK R.F.P.D.. OR
 WINSTON-DILLARD R.F.P.D.. OR
 WINSTON-DILLARD WATER DISTRICT. OR
 WOLF CREEK R.F.P.D.. OR
 WOOD RIVER DISTRICT IMPROVEMENT COMPANY. OR
 WOODBURN R.F.P.D. NO. 6. OR
 WOODLAND PARK SPECIAL ROAD DISTRICT. OR
 WOODS ROAD DISTRICT. OR
 WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT. OR
 WY'EAST FIRE DISTRICT. OR
 YACHATS R.F.P.D.. OR
 YAMHILL COUNTY TRANSIT AREA. OR
 YAMHILL FIRE PROTECTION DISTRICT. OR
 YAMHILL SWCD. OR
 YONCALLA PARK & RECREATION DISTRICT. OR

YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
SALEM-KEIZER PUBLIC SCHOOLS 24J
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY

MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT

ENTHEOS ACADEMY. UT
 EXCELSIOR ACADEMY. UT
 FAST FORWARD HIGH. UT
 FREEDOM ACADEMY. UT
 GARFIELD SCHOOL DISTRICT. UT
 GATEWAY PREPARATORY ACADEMY. UT
 GEORGE WASHINGTON ACADEMY. UT
 GOOD FOUNDATION ACADEMY. UT
 GRAND SCHOOL DISTRICT. UT
 GRANITE DISTRICT. UT
 GUADALUPE SCHOOL. UT
 HAWTHORN ACADEMY. UT
 INTECH COLLEGIATE HIGH SCHOOL. UT
 IRON SCHOOL DISTRICT. UT
 ITINERIS EARLY COLLEGE HIGH. UT
 JOHN HANCOCK CHARTER SCHOOL. UT
 JORDAN DISTRICT. UT
 JUAB SCHOOL DISTRICT. UT
 KANE SCHOOL DISTRICT. UT
 KARL G MAESER PREPARATORY ACADEMY. UT
 LAKEVIEW ACADEMY. UT
 LEGACY PREPARATORY ACADEMY. UT
 LIBERTY ACADEMY. UT
 LINCOLN ACADEMY. UT
 LOGAN SCHOOL DISTRICT. UT
 MARIA MONTESSORI ACADEMY. UT
 MERIT COLLEGE PREPARATORY ACADEMY. UT
 MILLARD SCHOOL DISTRICT. UT
 MOAB CHARTER SCHOOL. UT
 MONTICELLO ACADEMY. UT
 MORGAN SCHOOL DISTRICT. UT
 MOUNTAINVILLE ACADEMY. UT
 MURRAY SCHOOL DISTRICT. UT
 NAVIGATOR POINTE ACADEMY. UT
 NEBO SCHOOL DISTRICT. UT
 NO UT ACAD FOR MATH ENGINEERING & SCIENCE
 (NUAMES). UT
 NOAH WEBSTER ACADEMY. UT
 NORTH DAVIS PREPARATORY ACADEMY. UT
 NORTH SANPETE SCHOOL DISTRICT. UT
 NORTH STAR ACADEMY. UT
 NORTH SUMMIT SCHOOL DISTRICT. UT
 ODYSSEY CHARTER SCHOOL. UT
 OGDEN PREPARATORY ACADEMY. UT
 OGDEN SCHOOL DISTRICT. UT
 OPEN CLASSROOM. UT
 OPEN HIGH SCHOOL OF UTAH. UT
 OQUIRRH MOUNTAIN CHARTER SCHOOL. UT
 PARADIGM HIGH SCHOOL. UT
 PARK CITY SCHOOL DISTRICT. UT
 PINNACLE CANYON ACADEMY. UT
 PIUTE SCHOOL DISTRICT. UT
 PROVIDENCE HALL. UT
 PROVO SCHOOL DISTRICT. UT
 QUAIL RUN PRIMARY SCHOOL. UT
 QUEST ACADEMY. UT
 RANCHES ACADEMY. UT
 REAGAN ACADEMY. UT
 RENAISSANCE ACADEMY. UT
 RICH SCHOOL DISTRICT. UT
 ROCKWELL CHARTER HIGH SCHOOL. UT
 SALT LAKE ARTS ACADEMY. UT
 SALT LAKE CENTER FOR SCIENCE EDUCATION. UT
 SALT LAKE SCHOOL DISTRICT. UT
 SALT LAKE SCHOOL FOR THE PERFORMING ARTS. UT
 SAN JUAN SCHOOL DISTRICT. UT
 SEVIER SCHOOL DISTRICT. UT
 SOLDIER HOLLOW CHARTER SCHOOL. UT

SOUTH SANPETE SCHOOL DISTRICT. UT
 SOUTH SUMMIT SCHOOL DISTRICT. UT
 SPECTRUM ACADEMY. UT
 SUCCESS ACADEMY. UT
 SUCCESS SCHOOL. UT
 SUMMIT ACADEMY. UT
 SUMMIT ACADEMY HIGH SCHOOL. UT
 SYRACUSE ARTS ACADEMY. UT
 THOMAS EDISON - NORTH. UT
 TIMPANOGOS ACADEMY. UT
 TINTIC SCHOOL DISTRICT. UT
 TOOEELE SCHOOL DISTRICT. UT
 TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS. UT
 UINTAH RIVER HIGH. UT
 UINTAH SCHOOL DISTRICT. UT
 UTAH CONNECTIONS ACADEMY. UT
 UTAH COUNTY ACADEMY OF SCIENCE. UT
 UTAH ELECTRONIC HIGH SCHOOL. UT
 UTAH SCHOOLS FOR DEAF & BLIND. UT
 UTAH STATE OFFICE OF EDUCATION. UT
 UTAH VIRTUAL ACADEMY. UT
 VENTURE ACADEMY. UT
 VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY. UT
 WALDEN SCHOOL OF LIBERAL ARTS. UT
 WASATCH PEAK ACADEMY. UT
 WASATCH SCHOOL DISTRICT. UT
 WASHINGTON SCHOOL DISTRICT. UT
 WAYNE SCHOOL DISTRICT. UT
 WEBER SCHOOL DISTRICT. UT
 WEILENMANN SCHOOL OF DISCOVERY. UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
 BATON ROUGE COMMUNITY COLLEGE, LA
 BIRTHINGWAY COLLEGE OF MIDWIFERY
 BLUE MOUNTAIN COMMUNITY COLLEGE
 BRIGHAM YOUNG UNIVERSITY - HAWAII
 CENTRAL OREGON COMMUNITY COLLEGE
 CENTENARY COLLEGE OF LOUISIANA
 CHEMEKETA COMMUNITY COLLEGE
 CLACKAMAS COMMUNITY COLLEGE
 COLLEGE OF THE MARSHALL ISLANDS
 COLUMBIA GORGE COMMUNITY COLLEGE
 CONCORDIA UNIVERSITY
 GEORGE FOX UNIVERSITY
 KLAMATH COMMUNITY COLLEGE DISTRICT
 LANE COMMUNITY COLLEGE
 LEWIS AND CLARK COLLEGE
 LINFIELD COLLEGE
 LINN-BENTON COMMUNITY COLLEGE
 LOUISIANA COLLEGE. LA
 LOUISIANA STATE UNIVERSITY
 LOUISIANA STATE UNIVERSITY HEALTH SERVICES
 MARYLHURST UNIVERSITY
 MT. HOOD COMMUNITY COLLEGE
 MULTNOMAH BIBLE COLLEGE
 NATIONAL COLLEGE OF NATURAL MEDICINE
 NORTHWEST CHRISTIAN COLLEGE
 OREGON HEALTH AND SCIENCE UNIVERSITY
 OREGON INSTITUTE OF TECHNOLOGY
 OREGON STATE UNIVERSITY
 OREGON UNIVERSITY SYSTEM
 PACIFIC UNIVERSITY
 PIONEER PACIFIC COLLEGE
 PORTLAND COMMUNITY COLLEGE
 PORTLAND STATE UNIVERSITY
 REED COLLEGE
 RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII

ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY
SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

**Sample Cintas Facilities Solutions Cooperative Acceptance
Agreement**



Facilities Solutions Cooperative Acceptance Agreement

Date _____
Location No. _____
Contract No. _____
Customer No. _____

CC # _____ Agreement # _____
GPO CC # _____ GPO Agreement _____

Customer/Participating Agency _____ Phone _____

Address _____ City _____ State _____ Zip _____

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price

This Agreement is effective as of the date of execution for a term of 60 months from the date of installation or renewal.

- Standard Name Emblem \$ _____ ea
- Custom Agency Emblem \$ _____ ea
- Uniform Advantage: Item _____ Ea. per week
- Premium Uniform Advantage Item _____ Ea. per week
- Emblem Advantage: Item _____ Ea. per week
- Prep Advantage: Item _____ Ea. per week
- Minimum Charge \$35.00 per delivery or 50% of initial invoice (the greater of the two).
- Make-Up charge \$ _____ per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ _____ per garment.
- Seasonal Sleeve Change \$ _____ per garment.
- Under no circumstances will the Company accept towels bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Artwork Charge for Logo Mat \$ _____
- Payment Terms Net
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples" or Cintas TruFit. A charge of \$ _____ per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other _____

FACILITY SERVICES PRODUCTS PRICING:

Item #	Description	Rental Freq.	Inventory	Unit Price

- Automatic Lost Replacement Charge: Item _____ % of Inventory \$ _____ Ea.
- Automatic Lost Replacement Charge: Item _____ % of Inventory \$ _____ Ea.

/ ☐ Initial and check box if Unilease. All Garments will be cleaned by customer
Date _____

/ ☐ Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control
Date _____

/ ☐ Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments
Date _____ direct embroidery for any reason, or terminates this Agreement for any reason or fails to renew this Agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values. (See term #4 below).

Omnia Participating Public Agencies Terms

1. **Participating Public Agencies:** Supplier agrees to extend the same terms, covenants agreed to under the OMNIA Vendor Agreement executed between Cintas Corporation and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement.
2. **Dispute Resolution – Arbitration and Class Waiver.** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
 - a. **Arbitration Notice.** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
 - b. **Arbitration Procedures.** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for \$10,000 or less, Customer may choose for the arbitration instead to conduct: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. An arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
 - c. **Fees.** Arbitration fees will be assessed consistent with the AAA Rules.
 - d. **No Class Actions in Arbitration or in Any Court, No Jury Trial.** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION. BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
 - e. **Enforceability.** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
 - f. **Severability.** If any section or provision of this ¶ 2. Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. Master Agreement available at <https://www.omniapartners.com/publicsector>.
5. In the event of any conflict between this Facilities Solutions Cooperative Acceptance Agreement (this "Agreement") and the Master Agreement, the Master Agreement shall prevail, except to the extent this Agreement specifically provides that it is superseding a provision in the Master Agreement.

Supplier General Service Terms Section

6. **Prices** Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services on the Master Agreement and / or outlined above. There will be a minimum charge of thirty-five dollars (\$35.00) or 50% of initial invoice (whichever is greater) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.

7. **Buyback of Non-Standard Garments (if applicable)** Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under Garment Description in Exhibit Buyback of Non-Standard Garments (if applicable). In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
8. **Garments' Lack of Flame Retardant or Acid Resistant Features** Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
9. **Logo Mats** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
10. **Adding Employees** Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on the Master Agreement and / or outlined above. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
11. **Emblem Guarantee** Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
12. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on the Master Agreement and / or outlined above of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on the Master Agreement and / or outlined above.
13. **Terminating Employees** Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
14. **Replacement** In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
15. **Indemnification** To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
16. **Additional Customer Locations.** Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to the greater of thirty-six (36) months or the remainder of the term for any individual Customer location added after the date of this Agreement.
17. **Additional Items:** Additional customer employees, products and services may be added to this Agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this Agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this Agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:
 - If this Agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 52 weeks of rental service.
 - If this Agreement is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, Customer shall pay as termination charges equal to thirty-nine (39) weeks of rental service.
 - If this Agreement is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, Customer shall pay as termination charges equal to twenty-six (26) weeks of rental service.
 - If this Agreement is cancelled for convenience after forty-eight (48) months of service, Customer shall pay as termination charges of thirteen (13) weeks of rental service.
 - Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.
18. **Federal Funds.** In no event will Cintas act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement.
19. **Customer Funding Source.** Customer must select the appropriate response below:
Is Customer a United States federal government agency or instrumentality, or will Customer pay for the goods and services ordered

under this Agreement with any United States government funds?

☐ No

☐ Yes (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this agreement).

20. Additional Terms. Customer must select the appropriate response below:

Does Customer require any additional terms and conditions to be incorporated into this Agreement, or is Customer accepting the Agreement without additional terms?

☐ No additional terms needed

☐ Additional terms required (If so, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this agreement).

21. I authorize Cintas to verify my credit on Credit net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Cintas Loc. No: _____ Please Sign Name _____

By: _____ Please Print Name _____

Title: _____ Please Print Title _____

Accepted-GM: _____ Email _____

Cintas Matrix Account ☐ Yes ☐ No

Customer Contact _____

Cintas MAM Partner Name _____ Customer Contact Email _____



Accounts Payable Contact/ Billing
Information

How should the Business Name read on the invoice?

Do you have other sites/locations within your agency that are set up for billing with Cintas? **YES** **NO** **UNSURE**
Are you Tax Exempt? **YES** **NO** If Yes, where can I get a copy of your tax-exempt form?

PAYER INFORMATION: This section covers the address where the person who pays the bill is and their contact information.

Account Payable Contact Name:

Account Payable Contact Phone #:

Account Payable Email:

Payer Street Address:

City: ST/PROV: ZIP/PC:

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

BILL-TO INFORMATION: This section covers where the bill will be mailed/sent to.

Same as Payer OR Same as Sold-To

Bill-To Street Address:

City: ST/PROV: ZIP/PC:

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): **Leave at Site and Email** **Email Only** **Physically Mail** **Leave at site after service**
Do invoices require a purchase order? **YES** **NO** If yes, please provide PO#

Will the same PO need to appear on each invoice? **YES** **NO** Is there an expiration date?

NET TERMS: Net 30 Standard

PAYMENT OPTIONS

Check

ACH/EFT - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

Credit Card - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

SAMPLE

Sample Cintas Fire Protection Acceptance Agreement



FIRE PROTECTION ACCEPTANCE AGREEMENT

Location No. _____

Contract No. _____

Customer No. _____

Participating OMNIA Member: _____

Date _____

Phone _____

Address _____ City _____ State _____ Zip _____

FIRE PROTECTION PRICING:

Item #	Description	Unit Price

- This Fire Protection Acceptance Agreement (this "Agreement") is effective as of this date from to _____, with a minimum term of 12 months. The length of this Agreement will commence with the actual start of services, regardless of the start date of the OMNIA Vendor Agreement executed between Cintas Corporation and University of Nebraska Master Agreement (the "Master Agreement"). In the event of any conflict between this Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Agreement specifically provides that it is superseding a provision in the Master Agreement. Any negotiations of prices or discounts must be approved by OMNIA for the Master Agreement. Any such changes shall take effect on the anniversary date of Master Agreement.

- This Agreement covers the following locations:

Location Name	Address	City	State	Zip	Phone	Contact Name

- This Agreement covers the following inspection, testing, maintenance services and new equipment (check all that apply):

Item	Yes or No	Frequency
Portable Fire Extinguishers		
Exit and Emergency Lighting		
Fire Sprinkler Systems		
Fire Alarm Systems		
Kitchen Suppression Systems		
Backflow Prevention Devices		
Special Hazard Systems		
Fire Training		

- I authorize Cintas to verify my credit on Credit net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Cintas Loc. No: _____ CUSTOMER:
Please Sign Name _____

By: _____ Please Print Name _____

Title: _____ Please Print Title _____

Accepted-GM: _____ Email _____

Cintas Representative _____ Customer _____

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.

Omnia Participating Public Agencies Terms

1. **Participating Public Agencies:** Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement.
2. **Dispute Resolution – Arbitration and Class Waiver.** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
 - a. **Arbitration Notice.** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
 - b. **Arbitration Procedures.** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which the Customer is located; provided, however, that if the claim is for \$10,000 or less, Customer may choose for the arbitration instead to be conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
 - c. **Fees.** If Customer commences arbitration in accordance with this Agreement, arbitration fees will be assessed consistent with the AAA Rules.
 - d. **No Class Actions in Arbitration or in Any Court, No Jury Trial.** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
 - e. **Enforceability.** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
 - f. **Severability.** If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. Master Agreement available at <https://www.omniapartners.com/publicsector>.

Supplier General Service Terms Section

Cintas Representative _____

Customer _____

1. **Customer Obligations:** Customer shall make its premises and facilities available to Company for the performance by Company of the Services. If Customer cancels a scheduled service appointment without providing prior notice or if Company is prevented from performing any Services upon arrival by Customer or conditions at the location, then Company may charge a cancellation fee or trip charge.
2. **Equipment Exchange:** Customer hereby agrees that in servicing Customer's portable fire extinguishers, Company may exchange Customer's portable fire extinguishers for Company's portable fire extinguishers of similar kind and quality. Customer further acknowledges and agrees that upon completion of such exchange that all right, title and interest in the Customer's portable fire extinguishers so exchanged will belong to Company and all right, title and interest in Company's portable fire extinguishers so exchanged will belong to Customer.
3. **Federal Funds.** In no event will Cintas act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement.
4. **Customer Funding Source.** Customer must select the appropriate response below:
Is Customer a United States federal government agency or instrumentality, or will Customer pay for the goods and services ordered under this Agreement with any United States government funds?
☐ No
☐ Yes (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this agreement).
5. **Additional Terms.** Customer must select the appropriate response below:
Does Customer require any additional terms and conditions to be incorporated into this Agreement, or is Customer accepting the Agreement without additional terms?
☐ No additional terms needed
☐ Additional terms required (If so, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this agreement).

Cintas Representative _____

Customer _____



Accounts Payable Contact/ Billing Information

How should the Business Name read on the invoice?

Do you have other sites/locations within your agency that are set up for billing with Cintas? **YES** **NO** **UNSURE**
Are you Tax Exempt? **YES** **NO** If Yes, where can I get a copy of your tax-exempt form?

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name:

Account Payable Contact Phone #:

Account Payable Email:

Payer Street Address:

City:

ST/PROV:

ZIP/PC:

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

BILL-TO INFORMATION: This section covers where the bill will be mailed/sent to.

Same as Payer OR Same as Sold-To

Bill-To Street Address:

City:

T/PROV:

ZIP/PC:

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): **Leave at Site and Email** **Email Only** **Physically Mail** **Leave at site after service**

Do invoices require a purchase order? **YES** **NO** If yes, please provide PO#

Will the same PO need to appear on each invoice? **YES** **NO** Is there an expiration date?

NET TERMS: Net 30 Standard

PAYMENT OPTIONS

Cintas Representative _____ Customer _____

Check

ACH/EFT - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

Credit Card - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

SAMPLE

Cintas Representative _____ Customer _____

Certificate Of Completion

Envelope Id: B74BB212C8C04F089970DD8D5B4527AB

Status: Completed

Subject: Signature request on Contract Cintas Workplace Solutions - University of Nebraska - 02092023

Source Envelope:

Document Pages: 103

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 4

University of Nebraska Contracts Service Account

AutoNav: Enabled

1400 R St.

Envelopel Stamping: Disabled

Lincoln, NE 68588

Time Zone: (UTC-06:00) Central Time (US & Canada)

contracts@nebraska.edu

IP Address: 35.170.89.44

Record Tracking

Status: Original

5/31/2023 2:31:44 PM

Holder: University of Nebraska Contracts Service

Account

contracts@nebraska.edu

Location: DocuSign

Signer Events**Signature****Timestamp**

Doug Carlson

dougcarlson@nebraska.edu

AVP & Chief Procurement Officer

University of Nebraska

Security Level: Email, Account Authentication
(Optional)

Signature Adoption: Drawn on Device

Using IP Address: 129.93.161.221

Sent: 5/31/2023 2:46:30 PM

Viewed: 5/31/2023 5:13:38 PM

Signed: 5/31/2023 5:37:01 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Robyn Pitzer

PitzerR@cintas.com

Security Level: Email, Account Authentication
(Optional)

Signature Adoption: Pre-selected Style

Using IP Address: 155.190.22.3

Sent: 5/31/2023 5:37:05 PM

Viewed: 6/1/2023 6:37:27 AM

Signed: 6/1/2023 2:33:26 PM

Electronic Record and Signature Disclosure:

Accepted: 6/1/2023 6:37:27 AM

ID: eb366584-76a7-4adc-be13-8a3285a3a902

Joe Cerni

cern.j@cintas.com

VP Higher Education & Public Sector

Security Level: Email, Account Authentication
(Optional)

Signature Adoption: Uploaded Signature Image

Using IP Address: 155.190.18.58

Sent: 6/1/2023 2:33:31 PM

Viewed: 6/1/2023 2:40:06 PM

Signed: 6/1/2023 2:42:57 PM

Electronic Record and Signature Disclosure:

Accepted: 6/1/2023 2:40:06 PM

ID: c549043b-053e-461e-82f1-2ca7cb7d21f7

Chris Kabourek

ckabourek@nebraska.edu

Senior VP | CFO

University of Nebraska

Security Level: Email, Account Authentication
(Optional)

Signature Adoption: Pre-selected Style

Using IP Address: 129.93.161.221

Sent: 6/1/2023 2:43:03 PM

Viewed: 6/1/2023 5:00:08 PM

Signed: 6/1/2023 5:12:06 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events Ryan Duncan duncanr@cintas.com Major Account Manager Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Accepted: 12/9/2021 3:34:02 PM ID: 4e79445d-dc86-45fa-8f51-63721fb91094	COPIED	Timestamp Sent: 6/1/2023 5:12:11 PM Viewed: 6/1/2023 5:36:23 PM
Sydney Zach sydney.zach@nebraska.edu Senior Sourcing Agent University of Nebraska Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/1/2023 5:12:12 PM Viewed: 6/1/2023 5:12:58 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events Envelope Sent Certified Delivered Signing Complete Completed	Status Hashed/Encrypted Security Checked Security Checked Security Checked	Timestamps 5/31/2023 2:46:30 PM 6/1/2023 5:00:08 PM 6/1/2023 5:12:06 PM 6/1/2023 5:12:12 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Internet 2 OBO University of Nebraska - Lincoln (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Internet 2 OBO University of Nebraska - Lincoln:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: esignature@nebraska.edu

To advise Internet 2 OBO University of Nebraska - Lincoln of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at esignature@nebraska.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Internet 2 OBO University of Nebraska - Lincoln

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to esignature@nebraska.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Internet 2 OBO University of Nebraska - Lincoln

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to esignature@nebraska.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

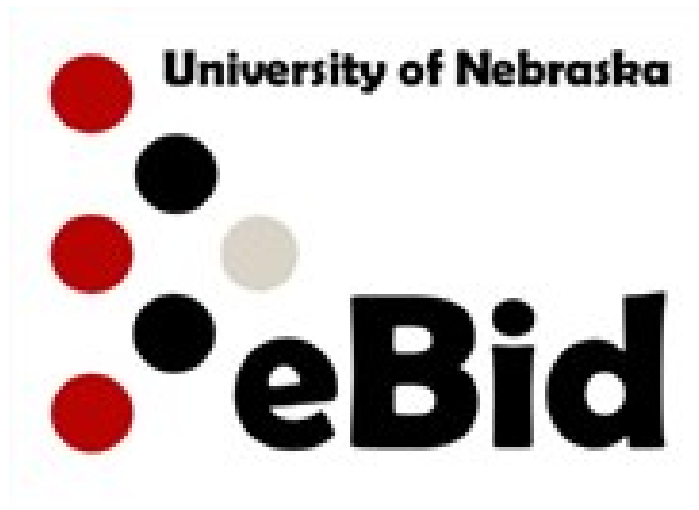
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Internet 2 OBO University of Nebraska - Lincoln as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Internet 2 OBO University of Nebraska - Lincoln during the course of your relationship with Internet 2 OBO University of Nebraska - Lincoln.



3702-22-4618

Workplace Solutions

Issue Date: 11/3/2022

Questions Deadline: 11/18/2022 02:00 PM (CT)

Response Deadline: 12/20/2022 02:00 PM (CT)

Procurement Services

Contact Information

Contact: University of Nebraska

Address: Procurement Services

1700 Y Street

Lincoln, NE 68588-0645

Email: ebid@nebraska.edu

Event Information

Number: 3702-22-4618
Title: Workplace Solutions
Type: RFP - Request for Proposal
Issue Date: 11/3/2022
Question Deadline: 11/18/2022 02:00 PM (CT)
Response Deadline: 12/20/2022 02:00 PM (CT)
Notes:

The University of Nebraska (NU) seeks proposals from eligible Vendors for Facilities Workplace Solutions.

Billing Information

Address: Payment Services
BCS
PO Box 880623
Lincoln, NE 68588-0439
Email: invoices@nebraska.edu

Bid Activities

Non-mandatory Pre-submittal Conference via Zoom	11/16/2022 11:00:00 AM (CT)
Bidder Questions Deadline (questions must be submitted through eBid)	11/18/2022 2:00:00 PM (CT)
University Response to Bidder Questions (posted on eBid via an addendum)	11/22/2022 2:00:00 PM (CT)

NU will respond to any questions or clarifications submitted by the deadline date. Those responses will be posted on eBid via an addendum.

Bid Attachments

Supplier Response Quick Tutorial.pdf

[View Online](#)

This Quick Tutorial provides instruction on navigating this organization's Ion Wave Technologies (IWT) software system, locating bid requests, and creating and submitting a bid response.

NU Site Use Terms and Conditions.pdf

[View Online](#)

Site Terms and Conditions document. Each bidder must review this document and acknowledge so in the Attributes tab.

NU Bidder Requirements.pdf

[View Online](#)

Standard Bidder Requirements document. Each bidder must review this document and acknowledge so in the Attributes tab

NU Terms and Conditions.pdf

[View Online](#)

Standard Terms and Conditions document. Each bidder must review this document and acknowledge so in the Attributes tab.

NU Master Agreement - RFP.docx

[View Online](#)

Master Agreement. Bidders are required to upload document with red lines (if applicable) in the Response Attachments Tab.

Workplace Solutions - Scope of Work.pdf

[View Online](#)

Workplace Solutions - Scope of Work

Attachment A - Solicitation Attachment.docx

[View Online](#)

Attribute 4 - Attachment A - OMNIA Partners Requirements for National Cooperative Contract. Each bidder must review this document and acknowledge so in the Attributes tab. The successful Offeror will be required to sign Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Exhibit B, Terms and Conditions Acceptance Form.

Include the following completed documents in the Response Attachments tab:

Attachment A,
Exhibit F. Federal Funds Certifications,
Exhibit G. New Jersey Business Compliance.

Workplace Solutions RFP Pricing Sheet.xlsx

[View Online](#)

Attachment B - Workplace Solutions RFP Pricing Sheet

Requested Attachments

Attribute 4: Response to Attachment A - OMNIA Partners Response for National Cooperative

I acknowledge reading and understanding Attachment A - OMNIA Partners Requirements for National Cooperative Contract.

a) Include a detailed response to Attachment A, Exhibit A, OMNIA Partners Response for National Cooperative contract in the Response Attachments Tab. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

Attribute 4: Attachment A, Exhibit B exceptions - OMNIA Partners Response for National Cooperative

The successful offeror will be required to sign Attachment A, Exhibit B, OMNIA Partners Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the OMNIA Partners Administration Agreement.

Attribute 4: Attachment A, Exhibit F - OMNIA Partners Response for National Cooperative

Exhibit F: Federal Funds Certifications

Attribute 4: Attachment A, Exhibit G - OMNIA Partners Response for National Cooperative

Exhibit G: New Jersey Business Compliance

Attribute 22 - Additional Agreement(s)

If a Bidder requires additional agreement(s), a copy of the proposed agreement must be included with their proposal.

Attribute 31 - Product Offering General Requirements

(Attachment required)

Using Attachment B (Pricing Sheet), provide a detailed response to each requirement, describing how your offer will meet the General Requirements of this RFP for NU and the national program. Please attach your response in the Response Attachments tab.

3702-22-4618 Workplace Solutions Equipment Detail & Pricing Spreadsheet.

(Attachment required)

3702-22-4618 Workplace Solutions Equipment Detail & Pricing Spreadsheet. A completed copy shall be attached in the Response Attachments Tab.

Attribute 20 - Workplace Solutions Alternative Pricing Sheet

Workplace Solutions Alternative Pricing Sheet

Bid Attributes

1 Site Terms & Conditions

I acknowledge reading and understanding the NU Site Use Terms and Conditions attachment.

☐ Acknowledged - Site Terms & Conditions Attachment

(Required: Check if applicable)

2 Bidder Requirements

I acknowledge reading and understanding the NU Bidder Requirements attachment.

All bids must be received by the system before the bid deadline. It is the responsibility of the bidder to allow adequate time for reviewing and submitting their proposal before the deadline to ensure all required responses have been completed. The "Submission Button" in the University's eBid system will be inoperable when the deadline for submission for eBID has ended. Incomplete bids will be rejected by the system.

☐ Acknowledged - Bidder Requirements Attachment

(Required: Check if applicable)

3 Bid Terms and Conditions

I acknowledge reading and understanding the NU Terms and Conditions attachment.

☐ Acknowledged - Bid Terms and Conditions Attachment

(Required: Check if applicable)

4 Attachment A - OMNIA Partners Response for National Cooperative

I acknowledge reading and understanding Attachment A - OMNIA Partners Requirements for National Cooperative Contract.

a) Include a detailed response to Attachment A, Exhibit A, OMNIA Partners Response for National Cooperative contract in the Response Attachments Tab. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

b) The successful offeror will be required to sign Attachment A, Exhibit B, OMNIA Partners Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the OMNIA Partners Administration Agreement.

☐ Acknowledged - Attachment A - OMNIA Partners

(Required: Check if applicable)

5 Master Agreement

The University expects the awarded bidder to comply with all terms of the Master Agreement. The awarded bidders Master Agreement may be incorporated into the final contract, however it shall not supersede or conflict with the University's terms unless otherwise mutually agreed upon. To be considered bidder's Master Agreement must be attached in the Response Attachment Tab in an editable Word Document format. Any hyperlinked terms must also be attached in an editable Word Document format. **The University will not accept hyperlinked terms.**

☐ Acknowledged - Master Agreement

(Required: Check if applicable)

6 Scope of Work

I have carefully examined the Scope of Work attachment and I fully understand the type and quality of the product(s) and/or service(s) sought by NU and hereby propose to supply such at the prices stated and in accordance with this bid.

☐ Acknowledged - Scope of Work Attachment
(Required: Check if applicable)

7 Deviations/Exceptions/Bid Compliance

If you cannot fully comply with any term, condition, specification, process, or other item outlined in the solicitation materials, indicate those sections and your counter-term, condition, explanation in this field. You can include attachments in your bid response, but you must indicate here that an attachment is provided.

Your bid response must contain deviations/exceptions/bid compliance counter-terms. Failure to provide such information indicates that you comply with all terms, conditions, specifications outlined in the solicitation materials.

(Optional: Maximum 4000 characters allowed)

8 Bid Responses

Unless a solicitation requests an attachment explicitly, I shall make every effort to provide answers in the spaces available within each bid tab. Furthermore, I understand that my proposal may be disqualified by not doing so. The University will not visit URLs or any electronic link included in bid submission materials.

☐ Bid Responses
(Required: Check if applicable)

9 Litigation or Claims

Identify any litigation or claim brought against your company within the last seven years that might adversely affect your company's professional image or ability to provide the goods or services sought under this bid.

(Required: Maximum 1000 characters allowed)

10 Company Sale or Acquisition

Is your company currently for sale, involved in any transaction to expand, become acquired by, or be merged with another organization? If so, please explain. Has your company been involved in any reorganization, acquisition, or merger within the last two years? If so, please explain.

(Required: Maximum 1000 characters allowed)

1
1

Reference #1

Provide a client reference (including length and nature of service relationship, contact person's name, title, phone number, email, and address) with whom you currently have or have had a comparable business relationship. Other educational institutions would be most valuable. Do not reference the University of Nebraska or its employees.

(Required: Maximum 4000 characters allowed)

1
2

Reference #2

Provide a client reference (including length and nature of service relationship, contact person's name, title, phone number, email, and address) with whom you have or have had a comparable business relationship. Other educational institutions would be most valuable. Do not reference the University of Nebraska or its employees.

(Required: Maximum 4000 characters allowed)

1
3

Reference #3

Provide a client reference (including length and nature of service relationship, contact person's name, title, phone number, email, and address) with whom you have or have had a comparable business relationship. Other educational institutions would be most valuable. Do not reference the University of Nebraska or its employees.

(Required: Maximum 4000 characters allowed)

1
4

Non-Collusive Bid

I acknowledge that solicitation responses submitted are not the result of collusion with other eligible bidders or any State or university employee. No effort was made to preclude NU from obtaining the most favorable response possible to this bid.

☐ Noncollusive Bid

(Required: Check if applicable)

1
5

University Employee

I affirm that if I am an employee of the University of Nebraska, I have notified the buyer of my status as such and that this contract must be completed in accordance with Board of Regents Policy 6.2.1.12, Purchases Involving University Personnel.

☐ Yes, I am University Employee and I acknowledge ☐ No, I am not a University Employee

(Required: Check only one)

1
6**Contractor's Certificate of Insurance**

I acknowledge and understand that prior to the commencement of any work, successful bidder is required to furnish a certificate of insurance with coverage's to bodily injury/personal injury/liability coverage, property damage liability coverage, and workman's compensation coverage. This certificate must be on file in the Procurement Services office prior to any commencement of work. It is absolutely necessary that "The Board of Regents of the University of Nebraska as an additional insured" be added to the face of the certificate for all coverage except worker's compensation. The above statement must be worded in this manner. It is also absolutely necessary that a "Completed Operations Coverage" must be included as part of the vendor's General Liability. In addition to standard insurance coverage's the vendor will be required to carry minimum: \$1 million per claim & \$3 million per occurrence for liability and property damage.

☐ Contractors Cert of Ins will be provided

(Required: Check if applicable)

1
7**Subcontractors**

The successful Bidder shall not subcontract all or substantially all of any facet of the proposed goods or services without the prior written approval of the University. Please specify in detail what, if any, portions of the scope of work would be subcontracted.

(Required: Maximum 4000 characters allowed)

1
8**Public Information**

Bids submitted to the University are presumed to be public records. If bids contain trade secrets, academic or scientific research work in progress and unpublished, or other proprietary or commercial information which if released would give advantage to business competitors and serve no public purpose, it is the responsibility of the bidder to designate such content as confidential. When bids are opened to determine a successful bidder, all bids will be available for public inspection. Portions of bids designated by the bidder as confidential will be withheld from public inspection. Any reasonably segregable portion of the bid that is not designated as confidential shall be provided for public inspection after deletion of the portion or portions of the bid which may be withheld. Price terms appearing in bids or proposals, invoices, purchase orders or other documents calling for the expenditure of public funds may not be designated as confidential or withheld from public inspection.

A bidder shall be solely responsible for providing the defense to any challenge to a decision to withhold information contained in a proposal, based upon bidder's identification of the information as confidential.

A bidder must submit any confidential material, as defined above, as a "separate" and "redacted" attachment with their response in the UNL eBid system. This attachment must be clearly marked/identified as "Confidential".

☐ Public Information

(Required: Check if applicable)

1
9**Not to Exceed Pricing**

The University of Nebraska requests pricing be submitted as not to exceed pricing to include percentage discounts for all product and service offerings. Unlike fixed pricing, the awarded Bidder can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Awarded Bidder must allow for lower pricing to be available for similar product and service purchases.

☐ Acknowledged - Not to Exceed Pricing

(Required: Check if applicable)

2
0**Federal Funding Pricing**

In the event that products and services are being used in response to an emergency or disaster recovery situation, and/or products and services for use in USDA or Child Nutrition Programs in which federal funding may be used, does Bidder intend to provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, awarded Bidder is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit of Attachment A.

If Bidder response is "Yes", please attach alternative pricing in the Response Attachments tab.

☐ Yes ☐ No

(Required: Check only one)

2
1**Pricing Discount**

The discount proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Bidder should hold the proposed price list firm for the first 12 months after the contract award. Bidder will provide details of and propose any additional discounts for volume orders, additional locations, special manufacturer's offers, free goods program, total annual spend, etc.

☐ Acknowledged - Pricing Discount

(Required: Check if applicable)

2
2**Additional Agreement(s)**

If a Bidder requires additional agreement(s), a copy of the proposed agreement must be included with their proposal.

☐ Additional agreement attached.

(Optional: Check if applicable)

2
3**Ordering Methods and Payment Terms**

Provide available ordering methods and capabilities - online ordering, order tracking, search options, order history, etc. Indicate if payment will be accepted via credit card. If so, may credit card payment(s) be made online or via phone application? Also state the Convenience Fee, if allowable, per the Visa Operating Regulations

(Required: Maximum 4000 characters allowed)

2.4 Background and Capabilities - History & Experience

Bidder must demonstrate significant experience in the Workplace Solutions market. Please provide information on the following: a brief history of your company, total years of market experience, number of customers, affiliations, etc.

(Required: Maximum 4000 characters allowed)

2.5 Background and Capabilities - Markets of Service

Describe the geographical markets your company services, both nationally and internationally.

(Required: Maximum 4000 characters allowed)

2.6 Background and Capabilities - Organizational Chart

Please provide an organizational chart and the total number of employees in the Nebraska area.

(Required: Maximum 4000 characters allowed)

2.7 Background and Capabilities - Proposed Site Manager

Provide the following information for the Bidder's proposed site manager:

1. Name
2. Company correspondence address
3. Phone number
3. Email address

(Required: Maximum 4000 characters allowed)

28 Background and Capabilities - Unique Characteristics

Briefly describe your company's unique characteristics that differentiate you from your competitors.

(Required: Maximum 4000 characters allowed)

29 Background and Capabilities - Experience

Provide information of any instance of your organization ever failed to complete any work awarded.

(Required: Maximum 4000 characters allowed)

30 Background and Capabilities - Certifications

Provide any certifications you have to ensure cleaning quality.

(Required: Maximum 4000 characters allowed)

31 Background and Capabilities - Large Scale Project Management

Describe how Bidder will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported. Responses should highlight experience and demonstrate a strong national presence.

(Required: Maximum 4000 characters allowed)

3
2**Product Offering - General Requirements**

Using Attachment B (Pricing Sheet), provide a detailed response to each requirement, describing how your offer will meet the General Requirements of this RFP for NU and the national program. Please attach your response in the Response Attachments tab.

- If Bidder is not proposing the exact service specified, clearly indicate the deviation in your response. If there are no deviations stated, it will be assumed that the service products specified is being provided
- Bidder may elect to consolidate service products at any level for its own convenience or volume discounts, etc.
- Items listed on the Safety Supplies tab are not a Market Basket list. This list is for offering and pricing evaluation purposes only.

☐ Response Attached.
(Required: Check if applicable)

3
3**Product Offering - Unique Technologies**

Provide an overview of the unique technologies that are incorporated into your service products.

(Required: Maximum 4000 characters allowed)

3
4**Product Offering - Sizing Uniforms**

Provide a detailed method for sizing employees. Bidder shall describe method of communication with NU employees, process for sampling items, and number of staff available for sizing.

(Required: Maximum 4000 characters allowed)

3
5**Product Offering - Size Range**

Describe the range of men and women's sizes that you offer. Please specify if it is gender specific or unisex.

(Required: Maximum 4000 characters allowed)

3 Policies and Processes - Additional Companies

6

Identify all other companies that will be involved in processing, handling or shipping the service products available under the Contract. Include any subsidiaries or company owned affiliates that may include product or service under the Contract.

(Required: Maximum 4000 characters allowed)

3 Policies and Processes - Return and Restocking

7

Describe any return and/or restocking policies.

(Required: Maximum 4000 characters allowed)

3 Policies and Processes - Invoicing

8

Describe your invoicing process.

(Required: Maximum 4000 characters allowed)

3 Policies and Processes - Delivery Commitment

9

Describe the delivery commitment levels for this Contract.

(Required: Maximum 4000 characters allowed)

4
0

Policies and Processes - Customer Service

Describe the customer service commitment levels for this Contract.

(Required: Maximum 4000 characters allowed)

4
1

Policies and Processes - Customer Service

Describe customer support available from your company. Please provide detail on the following:

- Management of customer accounts
- Availability of dedicated service team
- Services provided by Customer Service
- Customer service help desk locations and hours
- Response time guarantees
- Tracking success of the customer service program
- Availability of technical support - location and hours

(Required: Maximum 4000 characters allowed)

4
2

Policies and Processes - Sustainability Program

Provide information on any sustainability program(s) you offer. Include corresponding information such as sustainable policies, practices, products, and certifications.

(Required: Maximum 4000 characters allowed)

4
3

Policies and Processes - Account Management Structure

Provide information regarding the account management structure in place to deliver on service needs.

(Required: Maximum 4000 characters allowed)

4 Policies and Processes - Program Rollout

4

Describe how your company would facilitate the rollout of a rental uniform program. Please include the resources you would use and the methods chosen to communicate with end users.

(Required: Maximum 4000 characters allowed)

4 Garment Offering - Sourcing

5

Please select whether you manufacture your own garments or outsource.

☐ Manufacture Own ☐ Outsource

(Required: Check only one)

4 Garment Offering - Percentage from Manufacturer

6

Please provide the percentage of garments you purchase for a manufacturer.

%

(Required)

4 Garment Offering - Program Management

7

Describe your company's ability to design, manufacture, and manage customized uniform and apparel purchase programs.

(Required: Maximum 4000 characters allowed)

4 Substitute Items

8

In the event that a product or model provided under contract is discontinued by the manufacturer, Bidder shall request permission to substitute a new product or model AND provide the following:

- A formal announcement from the manufacturer that the product or model has been discontinued.
- Documentation from the manufacturer that names the replacement product or model.
- Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
- Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- Documentation confirming that the price for the replacement is the same as or less than the discontinued model.

☐ I agree.

(Required: Check if applicable)

4
9

Performance Standards - Uniform Delivery

Uniforms shall be picked up and delivered based upon the hours requested by each individual department. An NU department representative will contact the Bidder to develop an acceptable delivery schedule for each site prior to the contract start date. Deliveries shall be made on the same day every week at each location. At the time of uniform pick-up and delivery, a signed inventory sheet must be given to a designated NU representative, listing the number and type of uniforms picked up and the number and type of uniforms delivered by either the employee's name or by an employee identification number provided by the Bidder.

☐ I agree.

(Required: Check if applicable)

5
0

Performance Standards - Uniform Delivery

Bidder's delivery/pick-up personnel are required to leave a receipt at each facility that details a count of each item of clothing picked up and each item of clothing delivered.

☐ I agree.

(Required: Check if applicable)

5
1

Performance Standards - Floor Mats, Mop, and Towels Delivery

Items shall be picked up and delivered based upon the hours requested by each individual department. An NU department representative will contact the Bidder to develop an acceptable delivery schedule for each site prior to the contract start date. Deliveries shall be made on the same day every week at each location. At the time of pick-up and delivery, a signed inventory sheet must be given to a designated NU representative, listing the number and type of items picked up and the number and type of items delivered by either the employee's name or by an employee identification number provided by the Bidder.

☐ I agree.

(Required: Check if applicable)

5
2

Performance Standards - Delivery

In the event the pick-up day or time must be changed, NU will notify the Bidder in advance. The Bidder shall notify NU at least one (1) day in advance for changes in the designated delivery hours.

☐ I agree.

(Required: Check if applicable)

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature

Bidder Requirements

1. BIDDING PROCEDURE

- 1.1. All bids are subject to any special conditions set forth herein or in the applicable request for bids and will be received through the University of Nebraska (UNL) eBid system, until the bid closing date and time indicated for furnishing the University of Nebraska, hereinafter referred to as “NU”, the materials, supplies, equipment, or services shown in the electronic bid request (the “Bid Deadline”).
- 1.2. Bidders (Bidder is defined as any Supplier that submits a proposal in response to bid solicitation) shall use the electronic bid system for submitting bids, including completion of all instructions, and required fields; hard copy, fax, email, or verbal responses will be rejected.
- 1.3. All proposals submitted, along with any exhibits, addenda, or modifications, shall be the property of NU.
- 1.4. Each Bidder shall identify the item such Bidder will furnish by brand or manufacturer’s name and catalog numbers. Bidders shall also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in NU bid specifications.
- 1.5. Upon request, any person submitting a bid for a firm, corporation, or other organization must show evidence of his or her authority to bind such firm, corporation, or organization.
- 1.6. Bids must be received before the Bid Deadline for consideration, as per site usage Terms and Conditions.
- 1.7. NU may make any investigations or request any documentation deemed necessary to evaluate the ability of the Bidder to perform the specifications of this bid. The Bidder shall furnish NU with pertinent information and data upon request. NU reserves the right in its sole discretion to reject any bid based on the facts resulting from an investigation which indicate that a Bidder: (a) is not properly qualified to carry out the obligations of any contract awarded; or (b) presents a public image not in keeping with the professional standards and reputation which NU expects. Conditional bids will not be accepted.
- 1.8. Any applicable critical dates will be included in the electronic bid request.
 - 1.8.1. A preliminary pre-bid conference may be indicated. If the conference is mandatory, then any entity wishing to preserve its ability to bid must be represented and will be required to register at the meeting.
 - 1.8.1.1. Persons planning to attend a preliminary conference should contact NU Procurement Services (at 402-472-2126) no later than twenty-four (24) hours prior to the pre-bid conference, unless otherwise stated, in order that adequate meeting space is reserved.
 - 1.8.1.2. Persons planning to attend a preliminary conference are strongly encouraged to direct any questions they have about the bid to the attention of the Procurement Contact, such questions are to be in writing and be delivered via fax (402-472-2246) or email (ebid@nebraska.edu), no later than forty-eight (48) hours prior to the pre-bid conference, unless otherwise stated
 - 1.8.2. Any bid may be withdrawn by the Bidder prior to the Bid Deadline. Unless otherwise stated in this bid, no response may be rescinded within ninety (90) days following the scheduled opening of proposals without the approval of the Director of Procurement Services.
 - 1.8.3. Any bid may be edited by the Bidder, unless otherwise stated, prior to the Bid Deadline. In order to make changes a Bidder must retract their bid, which will remove it from consideration and then resubmit after modifications have been made.
- 1.9. It is the responsibility of each Bidder to become familiar with the project requirements. Lack of knowledge concerning the project requirements will not relieve Bidders of the conditions required as responsive to this bid.

Bidder Requirements

2. BID BOND, if required
 - 2.1. A Bid Bond, as a guarantee of good faith, in the form of a certified check, cashier's check, or bid bond (a "Bid Bond"), may be required to be submitted with this bidding document, as indicated on the bid.
 - 2.2. A Bid bond shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section. The original Bid Bond should then be sent or delivered to the office of the Procurement Services, 1700 Y Street, Lincoln, NE 68588-0645 within three (3) business days after the Bid Deadline.
 - 2.3. If Bid Bond is not received in the office of Procurement Services as stated above, the Bidder may be determined to be non-responsive and may be disqualified.
 - 2.4. NU reserves the right to retain each Bid Bond until 45 calendar days after the Bid Deadline or until the selected Bidder enters into Contract, whichever is shorter.
 - 2.5. The Bid Bond of the selected Bidder shall be retained until NU receives executed the Owner-Contractor Agreement (the "Contract"), Owner's Protective Bond (Performance Bond) and Certificates of Insurance.
 - 2.6. Bid Bonds for the Bidders not selected will be returned to the appropriate Bidder upon NU's receipt of a written request from such Bidder.
 - 2.7. If any Bidder refuses to enter into a Contract or fails to furnish required Performance Bonds and Certificates of Insurance within ten (10) business days following NU providing notice of the contract award, the Bid Bond shall be forfeited to NU as liquidated damages but not as penalty.
3. BIDDER'S REPRESENTATION
 - 3.1. Each Bidder by electronic signature and by submitting a bid represents that the Bidder has read and understands the bidding documents, and the bid has been made in accordance therewith.
 - 3.2. Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bidding documents.
4. CLARIFICATION OF BIDDING DOCUMENTS
 - 4.1. Bidders shall promptly notify the Procurement Services Contact, as indicated in the electronic bid request, of any ambiguity, inconsistency, or error which they may discover upon examination of the bidding documents.
 - 4.2. Bidders desiring clarification or interpretation of the bidding documents for sealed bids shall make a written request which must reach the Procurement Services Contact as noted in the bidding document.
 - 4.3. Changes made to the bidding documents will be issued electronically via addendum. All Bidders registered for that bid prior to issuance of the addendum will be notified of the addendum. Bidders registering after the addendum is issued will receive the bid with the addendum included.
 - 4.4. Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on NU; and Bidders shall not rely upon such interpretations or changes.
5. ADDENDA
 - 5.1. Addenda are instruments issued by NU prior to the Bid Deadline which modify or interpret the bidding document by addition, deletion, clarification, or correction.
 - 5.2. Addenda notifications will be made available to all registered Bidders immediately via e-mail for inspection on-line. No addenda will be issued later than forty-eight (48) hours prior to the Bid Deadline, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

Bidder Requirements

- 5.3. All Bidders are solely responsible for providing their correct email addresses and updating such addresses in their eBid profile for any response to inquiries. NU is not responsible for lost or undeliverable responses.
6. BID EVALUATION AND AWARD
 - 6.1. The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance, by NU, of purchase orders, contract award notifications, or other documents appropriate to the work.
 - 6.2. No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the Bid Deadline, and each Bidder so agrees in submitting the bid.
 - 6.3. In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
 - 6.4. The bid will be awarded to the lowest responsible, responsive Bidder whose bid will be most advantageous to NU, and as NU deems will best serve the requirements and interests of NU.
 - 6.5. A tie bid occurs when two or more bids are (1) received with the same unit price and are of equal quality ("Unit Price Tie") or (2) in the case of an evaluation, receive the same overall score ("Overall Score Tie"). Any preference afforded the bidder under Neb. Rev. Stat., § 73-101.01, or Board of Regents Policy PR-6.2.1.14 will be factored into the bid of such bidder prior to determination of whether a tie bid has occurred. A Unit Price Tie will be resolved by a witnessed, coin toss. An Overall Score Tie shall be resolved in the best interests of NU.
 - 6.6. NU reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups or "lump sum"; to wave minor irregularities in bids; all as shall best serve the requirements and interests of NU.
 - 6.7. In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by NU. Failure to provide the information requested to make this determination may be grounds to declare such Bidder non-responsive and may result in disqualification.
 - 6.8. NU reserves the right to waive any irregularity or other requirement, which it deems does not materially affect the selection process. Factors that may be considered include, but are not limited to, clarity and responsiveness, conformity with bid specifications, cost effectiveness, design, delivery, installation, the specific needs of the NU community, Bidder's reputation and/or past performance, quality of goods and/or services offered to NU, technical performance, installation, and ability to expand with NU's needs. NU reserves the right to reject any irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the bid incomplete, indefinite or ambiguous
 - 6.9. University System Participation: Other University campuses or state agencies may wish to explore the possibility of sharing in the benefits of the RFP and its resultant contract.
 - 6.10. Submissions will be evaluated, and the contract, if any, awarded and performed in compliance with all relevant NU policies.
 - 6.11. No representative of a Bidder should directly or indirectly contact any member of the evaluation committee, or any faculty or staff member concerning this bid, unless permission is explicitly given to the Bidder by the Director of Procurement Services, for the purposes of providing additional information or facilitating the evaluation. Any attempt by a Bidder to contact a member of the evaluation committee or any other faculty or staff member about this bid without proper authorization can lead to disqualification

Bidder Requirements

- 6.12. NU reserves the right to request additional information from a Bidder in any format which NU deems necessary to evaluate the proposals, including formal Q & A or meetings and presentations. The evaluation may include subjective assessment of the proposal materials, including factors not listed specifically in this bid.
- 6.13. Bidders may be required to submit samples of any item or product offered in response to this bid. Each sample must be clearly identified with the name of the Bidder, name of the manufacturer, or other information, if requested, relevant to the evaluation of the sample.
- 6.14. NU reserves the right to conduct discussions and negotiations with any or all respondents to this bid, concerning any element of or response to this bid, for the purpose of clarification and modification. Discussion and negotiation may include, but is not limited to, the scope of work, design, schedule and price.
- 6.15. Upon completion of the evaluation process, Bidders will be notified via email or by the award being posted on the eBid system, of the identity of the successful Bidder. Bidders are responsible for checking the eBid system for all updates. If for any reason, NU and the successful Bidder fail to finalize a contract, NU reserves the right to attempt to enter into a contract with the next most responsive Bidder(s), based on evaluation results.
- 6.16. NU reserves the right to reject all proposals received and discontinue the evaluation and selection process at any time. NU also reserves the right to re-solicit proposals in response to this bid or any amendment to this bid. If no responsive bids are received, NU reserves the right to negotiate with any firm in order to substantially fulfill the bid under such terms and conditions as NU deems best serve its needs.
7. EXECUTION OF AGREEMENT
 - 7.1. Depending on the type of service or commodity provided, one of the following methods will be employed.
 - 7.1.1. Purchase Order, unless otherwise noted
 - 7.1.1.1. This contract shall consist of a NU Purchase Order.
 - 7.1.1.2. A copy of the Bidder's bid response (or referenced bid number) shall be attached to the Purchase Order, which in all particulars becomes the contract between NU and Bidder and both parties thereby accept and agree to the terms and conditions of said bid documents.
 - 7.1.2. Contract, unless otherwise noted
 - 7.1.2.1. NU will furnish copies of a Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
 - 7.1.2.2. The prepared documents shall be returned to NU Procurement Services within ten (10) business days, (unless otherwise noted).
 - 7.1.2.3. NU will sign and date the Contract. Upon approval and signature, NU will return one copy to the successful Bidder.
8. MISCELLANEOUS
 - 8.1. Exceptions: Any exceptions with respect to any requirement of this bid must be specified in writing as part of the submitted proposal. Specific reference must be made to the paragraph numbers and other identifying criteria with respect to any exceptions proposed by the Bidder. Generally, NU will not look

Bidder Requirements

favorably upon the request for any exceptions. However, NU recognizes that in certain instances, an exception may be appropriate, and therefore, will consider and reserves the right to grant exceptions when NU deems such exceptions promote NU's best interests. Conditional bids will not be considered.

- 8.2. Cost of Preparation: NU will not be responsible for any costs incurred in preparation of any element the Bidder's proposal.
- 8.3. Negotiations: NU reserves the right to conduct discussions and negotiations with any or all respondents to this bid, concerning any element of or response to this bid, for the purpose of clarification and modification. Discussion and negotiation may include, but is not limited to, the scope of work, design, schedule, and price.
- 8.4. Public Information: Bids submitted to the University are presumed to be public records. If bids contain trade secrets, academic or scientific research work in progress and unpublished, or other proprietary or commercial information which if released would give advantage to business competitors and serve no public purpose, it is the responsibility of the bidder to designate such content as confidential. When bids are opened to determine a successful bidder, all bids will be available for public inspection. Portions of bids designated by the bidder as confidential will be withheld from public inspection. Any reasonably segregable portion of the bid that is not designated as confidential shall be provided for public inspection after deletion of the portion or portions of the bid which may be withheld. Price terms appearing in bids or proposals, invoices, purchase orders or other documents calling for the expenditure of public funds may not be designated as confidential or withheld from public inspection.
 - 8.4.1. A bidder shall be solely responsible for providing the defense to any challenge to a decision to withhold information contained in a proposal, based upon bidder's identification of the information as confidential.
 - 8.4.2. A bidder must submit confidential material in a separate sealed package within the sealed bid package. If the bid is on the UNL eBID system, confidential material must be in a separate attachment marked "Confidential".
- 8.5. Board of Regents Approval: In certain instances, the Bylaws and Policies of the Board of Regents of the University of Nebraska (the "Board") require that the Board approve the award of a contract. Bidders shall be notified if the Board approval is required. In such cases, no contract or award shall be enforceable absent the Board's approval.

University of Nebraska Master Agreement – RFP

This University of Nebraska Master Agreement - Expenditure ("Agreement") sets forth the terms of purchase between the Board of Regents of the University of Nebraska a public body corporate and governing body of the University of Nebraska ("University"), which is composed of a chief governing administrative unit (University of Nebraska System), four universities (University of Nebraska at Kearney, University of Nebraska-Lincoln, University of Nebraska Medical Center, and University of Nebraska at Omaha), and such other institutions and units as may be designated by the Nebraska Legislature (each a "Campus" and collectively the "Campuses"), and [REDACTED] ("Supplier"). University and Supplier are collectively referred to as "parties."

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement the parties agree as follows:

1. **Description of Deliverables.** Supplier agrees to provide the services, goods, or both identified in the statement of work attached to the Agreement ("Statement of Work") and any subsequent proposal or statement of work incorporated by reference into this Agreement (collectively, "Deliverables"). Supplier agrees to perform services under this Agreement to the satisfaction of University during the Term of this Agreement and with the standard of professional care and skill customarily provided in the performance of such service.

2. **Payment.** In full consideration for the Deliverables provided by Supplier under this Agreement, University shall pay or cause to be paid to Supplier a fee, pursuant to the Statement of Work and any subsequent proposal or statement of work incorporated by reference into this Agreement, within forty-five (45) days after Supplier's submission of an accurate invoice to University and all requested supporting documentation. Along with its invoice, Supplier shall submit adequate receipts and documentation as requested by University to support reimbursement of all previously agreed upon reimbursable expenses. Supplier is expected to comply with applicable policies and procedures, including those stated within the University of Nebraska Travel Policy (located at <https://nebraska.edu/-/media/unca/docs/offices-and-policies/policies/policies/university-of-nebraska-travel-policy.pdf>). University, in its discretion, may decline to reimburse expenses that are not pre-approved or fail to comply with applicable policies and procedures. Supplier agrees that it is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that University will not deduct such taxes from any payments to Supplier hereunder, unless required by law.

3. **Purchase Order Requirement.** A purchase order shall be issued by University to Supplier for payment in accordance with the terms of this Agreement. All invoices submitted by Supplier shall make reference to the appropriate purchase order number to be eligible for payment.

4. **Term.** The initial term of this Agreement shall be from _____ to _____ ("Initial Term"). This Agreement may be renewed for [REDACTED] (#) additional [REDACTED] (#) year term(s) upon completion of the Initial Term (each, a "Renewal Term") by (1) mutual written agreement of the parties or (2) University's issuance and Supplier's acceptance, demonstrated by Supplier's continued performance under the Agreement, of a purchase order. Collectively the Initial Term and Renewal Term(s) shall be referred to as the "Term." Time is of the essence in this Agreement.

5. **Confidentiality.** "Confidential Information" shall mean any materials, written information, and data marked "Confidential" by University or non-written information and data disclosed by University that is identified at the time of disclosure to Supplier as confidential or is reasonably understood by Supplier to be confidential. Supplier agrees to protect and maintain Confidential Information in strict confidence for a period of three (3) years from the date of expiration or earlier termination of this Agreement and, upon request of University, return or destroy all materials containing such Confidential Information. Notwithstanding the foregoing, Supplier shall be entitled to retain archival copies of Confidential Information for legal, regulatory, or compliance purposes. The obligations of this paragraph do not apply to information that is in the public domain; independently known, obtained, or discovered by Supplier; or hereafter supplied

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Effective: 220804

to Supplier by a third party without restriction. If Supplier is compelled by law to disclose any Confidential Information, it shall provide University with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at University's cost, if University wishes to contest the disclosure.

6. **Property Rights.** University will possess all rights to any creations, inventions, or other intellectual property and materials, including copyright, trade secrets, or patents in the same, which arise out of, are prepared by, or are developed in the course of Supplier's performance. Supplier and University acknowledge and agree that work created by Supplier in connection with its performance under this Agreement shall belong to University as "work-made-for-hire" as such term is defined under 17 USC § 201, as amended. In the event such works are not copyrightable subject matter or for any reason cannot legally be considered a work-made-for-hire, Supplier hereby assigns all right, title, and interest in and to work created by Supplier in connection with its performance under this Agreement to University and agrees to execute all documents required to evidence such assignment. University's rights to any creations, inventions, or other intellectual property and materials, including copyright, trade secrets, or patents in the same, which arise out of, are prepared by, or are developed in the course of Supplier's performance under this Agreement shall be exclusive and Supplier will not use, license, or permit such works to be used for any other purpose. Upon termination of this Agreement for any reason, University shall have the exclusive right, without further obligation to Supplier, throughout the world, in all languages, and in perpetuity to use the work created by Supplier in connection with its performance under this Agreement in any manner it deems appropriate, including, without limitation, editing, altering and revising such work. This provision shall survive the termination of this Agreement.

7. **Termination.** In the event that either party commits a material breach of this Agreement and fails to remedy or cure such breach within thirty (30) days after receipt of written notice thereof from the non-breaching party, the non-breaching party may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending written notice of termination to the other party. Such termination shall be effective as of the date of its receipt. Additionally, University may terminate this Agreement for its convenience upon thirty (30) days' prior written notice to Supplier. Upon termination, University shall promptly pay Supplier for all fees incurred up to and including the effective date of termination or Supplier will refund to University a prorated share of any prepaid fees.

8. **Representations and Warranties.** Supplier warrants that it will convey good title to all goods, free of all encumbrances, and all goods delivered shall be free from defects in workmanship, material, and manufacture, shall comply with the requirements of this Agreement, including any drawings or specifications incorporated or samples furnished by the Supplier, and shall be free from defects in design. Supplier further warrants all goods purchased hereunder shall be merchantable quality and shall be fit and suitable for the purposes intended. In the event Supplier is providing University with services, Supplier warrants and represents that each of its employees and agents to perform any services under the terms of this Agreement shall have the skills, training, and background reasonably commensurate with their level of performance or responsibility, to be able to perform in a competent and professional manner that is consistent with industry standards. Supplier further warrants the services provided will conform to the requirements of this Agreement and that in performing the services Supplier will not be in breach of any agreement with a third party. The foregoing warranties are conditions to this Agreement and are in addition to all other warranties, expressed or implied, and shall survive any delivery, inspection, acceptance, or payment by University. All warranties shall run to University. If any warranties specified herein or otherwise applicable are breached by Supplier, University may, at its election, require Supplier to correct at Supplier's sole expense any defect or nonconformance by repair or replacement or return any defective or nonconforming goods to Supplier at Supplier's expense and recover from Supplier the purchase price or, in the case of services, require re-performance of the services or terminate this Agreement and receive a full refund. Supplier agrees to hold University harmless from any loss, damage, or expense, including court costs and reasonable attorneys' fees, that University may suffer as a result of a breach or alleged breach of the foregoing warranties. The foregoing remedies are in addition to all other remedies University may have at law or in equity.

9. **Relationship of Parties.** No agency, partnership, or joint venture is created by this Agreement. The parties affirmatively disclaim any intent to form such relationship. Supplier is solely responsible for maintenance and payment of insurance and the like that may be required by federal, state, or local law with respect to any sums paid hereunder. Supplier is not University's agent or representative and has no authority to bind or commit University to any agreements or other obligations.

10. **Liability.** To the fullest extent allowed by law, Supplier shall defend, indemnify, and hold harmless University, its regents, officers, employees, agents, and students, for any loss, claim, damage, expense, or liability of any kind, including reasonable attorneys' fees and costs, arising out of or in connection with its performance or nonperformance under this Agreement by Supplier and its officers, employees, agents, and subcontractors.

11. **Insurance.** Supplier shall at its own expense obtain and maintain throughout the Term of this Agreement general commercial liability insurance against claims for bodily injury, death, and property damage with limits of not less than one million dollars (\$1,000,000.00) per occurrence, and three million dollars (\$3,000,000.00) general aggregate to cover such liability caused by, or arising out of, activities of Supplier and its agents and/or employees while engaged in or preparing for the provision of the Deliverables. If the Deliverables include providing technology services, software, or support, Supplier shall obtain and maintain cyber liability insurance coverage of not less than ten million dollars (\$10,000,000.00) per occurrence and in the aggregate throughout the Term of this Agreement to cover such liability resulting or arising from acts, errors, or omissions in rendering such technology services, software, or support. Upon request by University, Supplier shall furnish to University certificates of insurance evidencing that such insurance is effective prior to provision of the Deliverables. By requiring such minimum insurance, University shall not be deemed or construed to have assessed the risk or limited the liability that may be applicable to Supplier under this Agreement. Supplier shall assess its own risks and, if it deems appropriate, maintain higher limits or broader coverages. Supplier further agrees, upon request, to include University as an additional insured on its general liability insurance policy on a primary and non-contributory basis. Supplier is not relieved of any liability or other obligations assumed or pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

12. **Assignment.** This Agreement is non-assignable and non-transferrable unless agreed to in writing by the parties. Any attempt by either party to assign its rights or obligations hereunder shall be void.

13. **Amendment.** This Agreement constitutes the entire understanding between University and Supplier with respect to the subject matter hereof and may not be amended except by an agreement signed by Supplier and an authorized representative of University.

14. **Governing Law and Forum.** This Agreement shall be governed by the laws of the State of Nebraska without giving effect to its conflicts of law provisions. Any legal actions brought by either party shall be instituted in the state courts located in Lancaster County, Nebraska. It is understood and agreed that any legal action by Supplier in relation to this Agreement may only be instituted in accordance with the provisions of the State Contract Claims Act (Neb. Rev. Stat. §§ 81-8,302 to 81-8,306), as amended.

15. **Conflict of Interest.** Supplier certifies, to the best of its knowledge and belief, that there are no potential organizational conflicts of interest related to this Agreement. If Supplier cannot so certify, it shall provide to University a disclosure statement that describes all relevant information concerning any potential conflict of interest under this Agreement. In the event the potential conflict of interest cannot be resolved, University may declare this Agreement void and of no further force or effect and University shall have no further obligations under this Agreement.

16. **Work Status Verification.** Supplier and its subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114, as amended.

17. **Debarment List.** Supplier certifies and warrants that it has not been debarred, suspended, or declared ineligible as defined in the Federal Acquisition Regulation 48 CFR Ch.1 Subpart 9.4. Supplier also certifies that Supplier, its partners, directors, officers, employees, licensees, subcontractors, or agents have not been excluded or debarred or otherwise become ineligible to participate in Federal health care programs pursuant to 42 USC § 1320a-7. This shall be an ongoing certification and warranty during the Term of the Agreement and Supplier shall immediately notify University of any change in the status of the certification and warranty set forth in this section. If Supplier becomes excluded from Federal health care program participation or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors, the Agreement may be terminated immediately, for cause, by University. If any partners, directors, officers, employees, licensees, subcontractors, personnel, or agents of Supplier become excluded from Federal health care program participation, such individual shall be removed from participating in this Agreement immediately. Failure by Supplier to remove such excluded individual immediately shall provide University the right to terminate the Agreement immediately for cause.

18. **Taxpayer Transparency Act.** Pursuant to Nebraska's Taxpayer Transparency Act (Neb. Rev. Stat. § 84-602.01, as may be amended), University is required to provide the Nebraska Department of Administrative Services with a copy of each contract that is a basis for an expenditure of state funds, including any amendments and documents incorporated by reference in the contract. Copies of all such contracts and documents will be published by the Nebraska Department of Administrative Services at <https://statecontracts.nebraska.gov/>. It shall be the sole responsibility of Supplier to notify University of any requested redactions to such contracts and documents under Neb. Rev. Stat. § 84-712.05(3) at the time of execution. In addition, Supplier agrees to defend any challenge to such redactions at its own expense.

19. **Nondiscrimination.** Supplier agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1122, as amended.

20. **Discrimination including Sexual Harassment.** State and federal law, as well as University of Nebraska Bylaws, policies, and guidelines prohibit discrimination (as defined therein) including harassment and retaliation, against students, employees, and other members of the University community. Prohibited types of discrimination include discrimination on the basis of race, color, ethnicity, national origin, sex (including sexual harassment), pregnancy, sexual orientation, gender identity, religion, disability, age, genetic information, veteran status, marital status, political affiliation, and any other protected status. Supplier shall exercise control over itself, its employees, agents, contractors, and affiliated parties to prohibit acts of discrimination, including sexual harassment, against University students, employees, and other members of the University community. Supplier shall cooperate with the University following any report of discrimination. In the event University determines that Supplier or an employee, agent, contractor, or other person affiliated with Supplier has engaged in discrimination, including harassment, or other inappropriate conduct, Supplier will take prompt and effective action, in accordance with the University's direction, to prevent recurrence of the conduct and to correct its effects, which may include removal of Supplier or the employee, agent, contractor, or other person affiliated with Supplier from providing the Deliverables. Supplier's failure to comply with the University's directive or any other part of this provision may be cause for immediate termination of this Agreement. Supplier acknowledges that the University may have obligations to report any allegations or incidents of discrimination, including sexual harassment. Supplier and employees, agents, contractors, and other persons affiliated with Supplier who are directly providing the Deliverables or present on University premises shall participate in any training as may be required by the University from time to time, including training regarding sexual harassment and diversity and inclusion.

21. **Criminal Background Investigations.** If applicable, Supplier represents and warrants that Supplier has obtained, at its own expense and in a manner compliant with all applicable laws, a background screening for all of its employees who will be present on University premises. Such background screenings shall be completed consistent with current industry standards and shall, at a minimum, include the same

degree of thoroughness as the background checks University conducts for its newly hired staff. Supplier agrees to update any background screening upon reasonable request by University, it being agreed that any request based upon the occurrence of any illegal activity involving Supplier or its personnel, or the reasonable suspicion of illegal activity would be deemed reasonable. Supplier shall provide University with evidence of the completion of the required background screenings upon University's request. Alternatively, in the event Supplier is an individual, University may require Supplier complete a background check consistent with current industry standards at University's request. Supplier shall not hire, retain, or engage any individual directly involved in the performance of services under the Agreement who has been convicted (felony or misdemeanor) of or entered into a court-supervised diversion program for any sexual offense, felony assault (including domestic violence related incidents), child abuse, molestation or other crime involving endangerment of a minor, murder, or kidnapping. Supplier and Supplier's employees or agents directly performing services under the Agreement cannot be listed on any sex offender registry. Other convictions, such as misdemeanor assault, drug distribution activity, felony drug possession, and any other felony or crime involving moral turpitude may also render Supplier and Supplier's employees or agents ineligible to directly perform services under the Agreement, taking into consideration (a) the nature and gravity of the offense(s), (b) the time that has passed since the offense or conduct and/or completion of the sentence, and (c) the nature of the services being performed. Supplier and Supplier's employees or agents cannot be listed on any sex offender registry. Supplier agrees to ensure any third party with whom Supplier engages to provide any part of services provided under the Agreement agrees to the same restrictions, conditions, and requirements of this section in the same capacity as Supplier.

22. **Equal Opportunity (intentionally bolded).** Supplier shall comply with 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a), incorporated by reference with the following statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60- 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin or for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status."**

23. **Logos or University Marks.** Supplier shall not use or display any University name, logo, trademark, service mark (individually a "Mark" and collectively the "Marks") and/or other indicia designated by University as a source identifier, unless expressly authorized in writing by University. Any unauthorized use of Marks is expressly prohibited. Supplier agrees it will not use University's name in any manner that acts as an endorsement or is an appearance of any endorsement in any promotion, advertisement, solicitation, or other communication, especially as it relates to Supplier's business.

24. **Right to Audit Privilege.** The University reserves the right to audit or inspect work performed by the Supplier under the Agreement. The University may participate directly or through an appointed representative in order to verify that services related to the Agreement have been performed in accordance with the procedures indicated.

25. **Affiliates.** "Affiliates" for the purposes of this Agreement are agents, contractors, consultants, or other entities or individuals who are authorized by University to use the Deliverables. Affiliates may be added by University upon written notice to Supplier. The parties agree Affiliates may avail themselves to the benefits of this Agreement by way of a separate agreement between Affiliate and Supplier. Affiliates include, without limitation, any public agency or instrumentality of the government of the State of Nebraska or political subdivisions within the State of Nebraska, any entity in which the Board of Regents of University has at least a fifty percent (50%) controlling interest, and The Nebraska Medical Center d/b/a Nebraska Medicine.

26. **Campuses.** By virtue of the authority granted by the Board of Regents of University of Nebraska, each Campus may execute certain contracts on their own behalf. Supplier acknowledges one or more Campuses may participate under this Agreement. The Campuses shall not be considered "Affiliates" for purposes of this Agreement.

27. **Compliance.** Supplier and its employees and agents will comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority, as well as applicable University policies.

28. **Incorporation and Priority of Documents.** Each document that is ancillary to this Agreement (including without limitation any solicitation, purchase order, addendum, exhibit, appendix, bid, proposal, quotation, or statement of work) ("Ancillary Document") constitutes part of this Agreement if the Ancillary Document is signed by an authorized signatory from each party. Notwithstanding the foregoing, any Ancillary Document attached to the Agreement at execution constitutes part of this Agreement without execution of the Ancillary Document by the parties.

Notwithstanding any provision to the contrary in any of the following documents, precedence is established by the order of the following documents: 1) duly executed amendments to this Agreement (to the extent not superseded by a subsequent amendment); 2) this Agreement and any solicitation, purchase order, addendum, exhibit, attachment, or appendix issued by the University and incorporated by reference into this Agreement; and 3) each bid, proposal, quotation, statement of work, or other Ancillary Document incorporated by reference into this Agreement. In the event of conflicting or inconsistent provisions between any of the foregoing documents, a document identified with a lower numerical value in this section shall supersede a document identified with a higher numerical value in this section to the extent necessary to resolve any such conflict or inconsistency. Provided, however, that in the event an issue is addressed in one of the foregoing documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur. Where terms and conditions specified in the Supplier's bid, proposal, or quotation differ from the terms and conditions in University's solicitation, the terms and conditions in the solicitation shall apply. Where terms and conditions specified in the Supplier's bid, proposal, or quotation supplement the terms and conditions in University's solicitation, the supplemental terms and conditions shall apply only if specifically accepted by University in writing.

29. **Severability.** The terms of the Agreement are severable. If any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable the remainder of the provisions shall continue to be valid and enforceable.

30. **Survival.** Provisions surviving termination or expiration of this Agreement are those which on their face affect rights and obligations after termination or expiration and also include provisions concerning indemnification, confidentiality, representations and warranties, and governing law and venue.

31. **Waiver.** A waiver of any term or provision of this Agreement by University shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Any such waiver must be in writing to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.

32. **Notices.** All notices, consents, approvals, demands, requests, or other communications required or permitted to be given under any of the provisions of the Agreement will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below). The address for such notices shall be as set forth on the signature pages attached hereto. All such notices shall be effective when received.

33. **Electronic Signatures.** Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing

on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

34. **Subcontractors.** Supplier shall not subcontract all or substantially all of any facet of the services without the prior written approval of University. Supplier shall be fully responsible for the acts and omissions of its subcontractors and of the persons directly or indirectly employed by them. Every subcontractor shall be bound by the terms of this Agreement; provided, however, that no contractual relationship shall exist between any subcontractor and University, unless evidenced in a separate contract independent of this Agreement with Supplier.

35. **Unavailability of Funding.** Due to possible future reductions in State and/or Federal funds, University cannot guarantee the continued availability of funding of this Agreement notwithstanding the consideration contained within this Agreement. In the event funds to finance this Agreement become unavailable, either in full or in part, due to such reductions, University may terminate the Agreement or reduce the consideration upon notice in writing to Supplier. Said notice shall be delivered by certified mail (return receipt requested) or in person (with proof of delivery). University shall be the final authority as to the availability of funds. The effective date of such Agreement, termination, or reduction in consideration shall be the actual effective date of the elimination or reduction of funding. In the event of a reduction in consideration, Supplier may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to University. Supplier shall be entitled to receive just and equitable compensation for any satisfactory work performed up to the date of the notice of termination. In the event of unavailability of funding, the University shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential, or other damages resulting therefrom.

36. **Delivery.** All shipments are to be made F.O.B. destination, freight prepaid, according to the delivery information provided in the applicable purchase order. Supplier shall make no partial deliveries under this Agreement without the University's consent unless otherwise indicated in the applicable purchase order. University may, but shall not be obligated to, inspect Supplier's performance under this Agreement from time to time. University's inspection, or lack of inspection, will not constitute an acceptance of any Deliverable or a waiver of any right or warranty or preclude University from rejecting any defective Deliverable. Supplier will coordinate lead times and delivery dates with the University. Time is of the essence with respect to delivery of goods and performance of services.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth below.

Board of Regents of the University of Nebraska

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Supplier

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Notices to the University shall be sent to:

[Name][Department]

[Address]

[City, State, Zip]

Notices to Supplier shall be sent to:

[Name][Department]

[Address]

[City, State, Zip]

[Email address]

With copy to (optional):

University of Nebraska

Request for Proposals

WORKPLACE SOLUTIONS

eBid #3702-22-4618

I. Introduction / Background

The University of Nebraska System was founded in 1869 and is the state's only public university. It has more than 51,000 undergraduate, graduate, and professional students and 16,000 faculty and staff across its four campuses: the University of Nebraska–Lincoln, a research-intensive flagship campus; the University of Nebraska Medical Center, an academic medical center; the University of Nebraska at Omaha, a metropolitan university campus; and the University of Nebraska at Kearney, a rural campus focused on undergraduates.

The University is governed by a publicly elected Board of Regents; a university-wide President leads the system, and a Chancellor governs each campus. For more information on the University of Nebraska, see Nebraska.edu.

The University of Nebraska has determined that the competitive proposals method of procurement (RFP) will provide the best value for the University as it is the most advantageous for this project. This procurement shall conform to the Board of Regents Policy, Section 6.2.1.10, and is in compliance with the University's own policies, procedures, rules, and regulations, where Contracts are to be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

The resulting Master Agreement will be pursued in accordance with the University of Nebraska's statutory requirement, and it is the intent of this procurement to maximize full and open competition. This RFP is for workplace solutions, including uniforms, cleaning mops and cloths, first aid and safety, and fire protection services for the University of Nebraska, which represents all four campuses and includes several system-wide institutes. Other services and/or products may be added based on the University's needs and circumstances. Bidder must be able to provide full range of products and services.

National Contract

The Board of Regents of the University of Nebraska, as the Principal Procurement Agency, defined in ATTACHMENT A, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The University of Nebraska is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form

of which is attached hereto on ATTACHMENT A, or as otherwise agreed to. ATTACHMENT A contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Bidder, OMNIA Partners provides marketing and administrative support for the Bidder that directly promotes the Bidder's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Bidder benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Bidder's need to respond to additional competitive solicitations. As such, the Bidder must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Bidder and respond to the OMNIA Partners documents (ATTACHMENT A).

The Board of Regents of the University of Nebraska anticipates spending approximately \$750K (annual) over the full potential Master Agreement term for Workplace Solutions. While no minimum volume is guaranteed to the Bidder, the estimated annual volume of purchased under the Master Agreement through OMNIA Partners is approximately \$100M. This projection is based on the current annual volumes among the University of Nebraska, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Bidder and OMNIA Partners.

II. Scope of Work

The University of Nebraska (NU) seeks proposals from eligible Bidders for a wide scope of workforce solutions products and services to include, but not limited to: uniforms, cleaning mops and cloths, first aid and safety, and fire protection services, as well as the complete balance of line of parts and pieces. Awarded Bidder is required to provide detailed options for when work performed for Participating Public Agencies expires (e.g. transfer of ownership, contract renewal options, etc.).

A. GENERAL REQUIREMENTS

1. KEY PERSONNEL: It is essential that the awarded Bidder provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The awarded Bidder must agree to assign specific individuals to the key positions. The Bidder agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to and subsequent concurrence by the University of Nebraska. If key personnel are not available for work under this Contract for a continuous period exceeding thirty calendar days or are expected to devote substantially less effort to the work than initially anticipated, the awarded Bidder shall immediately notify the University of Nebraska, and shall, subject to the concurrence of the University of Nebraska, replace such personnel with personnel of substantially equal ability and qualifications.

2. TERM AND RENEWAL

The anticipated initial term of the contract is four (4) years, with three (3) additional two-year renewals upon written agreement of the parties, for an anticipated full term of ten (10) years. The awarded Bidder shall have the right to enter local “service” agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Master Agreement. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed ten (10) years. Any job orders, project agreements or maintenance agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

B. PRODUCTS & SERVICES

Although this section reflects the needs and requirements of the University of Nebraska, OMNIA Partners Participating Public Agencies may have different requirements.

The awarded Bidder will have the ability to offer their comprehensive workplace solutions program nationally. The workplace solutions program may include products and services associated with workplace solutions or any other product and service offerings which OMNIA Partners participants may elect to use. OMNIA Partners Participating Public Agencies may sign a supplemental agreement with the awarded Bidder substantially based on the terms and conditions of the University of Nebraska contract. Participants may elect to negotiate certain terms to conform to their purchasing and contracting requirements.

The needs and requirements for the University of Nebraska are as follows:

Products offered must be new and not previously issued.

1. UNIFORMS – RENTAL, PURCHASE AND LEASE

Bidder shall provide new uniforms for rental, direct purchase, and/or lease. Uniforms shall include but are not limited to; shirts, pants, outerwear, footwear, food service uniforms, healthcare uniforms, industrial uniforms, cleanroom uniforms, high visibility, flame resistant, and acid resistant protective apparel.

a. Measurements

- 1) Describe start-up procedure and timeline for measurements and delivery of uniforms upon contract start.
- 2) Describe procedure and timeline for new department usage to include measurement and delivery of uniforms upon request.

b. Identification System

Bidder shall provide a name or identification numbering system for each employee and garment. The identification system shall insure an accurate method of tracking garments for invoicing purposes. Bidder shall describe the identification system utilized and explain loss control procedures.

c. Bidder’s Operation and Procedures

Bidder shall provide detailed description of their delivery and pick-up services including, but not limited to:

- 1) Tracking of uniform in the laundry process.
- 2) Dispute resolution for Lost and Damaged garments.

3) Logging of garments at the pick-up/delivery site.

d. Department Representative Contact

University department point of contact(s) shall be provided to the Bidder upon award of a contract. Each Department shall contact the Contractor to set up specific needs for their facility.

e. Patches

Various garments require embroidery or silk-screening of a Patch or Patches that depict the Department name, University Logo, and/or employee name. The University Department contact shall furnish the Contractor with patch requirements and placement specific for their department. The name patches will either be the employee's initial and last name, first name, or both first and last name. Patch application shall meet industry standards and be applied in accordance with Department requirements as to location and color layout. Contractor shall verify patch requirements with Department contact prior to processing all orders.

The University may also desire to have University-provided patches applied to Contractor-provided garments. Contractor shall heat seal and reinforce seal patches by sewing outside perimeter of patch. Patch location and number(s) will be provided by the requesting Departments. If required, the University will pay application/sewing charges for such requests as necessary. This cost should be annotated in the provided space in Attachment B – Rental of uniforms, floor mats, mops and towels Pricing Workbook (Excel).

f. Uniform Changes

University Department Representative and employees shall be allowed to determine at the beginning of each contract year whether they want long or short sleeve shirts or a combination of both, at no additional cost to the University.

g. Color Changes

The University reserves the right to change the color of uniforms and patches at its discretion during the term of this contract at no additional cost to the University. Industry standard colors shall be made available by Contractor and utilized by the University as may be required.

h. Transition Plan

The University's intent is to minimize the time and effort involved in fitting employees for uniforms. Each Bidder must, in a detailed and thorough manner, describe procedures designed to limit operational impacts. The successful Bidder must be prepared to fulfill the transition plan stated in their proposal should the University contract with a vendor other than the incumbent. Failure to do so may be cause for immediate termination of the contract. Any transition costs must be so noted and will be considered in the evaluation of the proposals.

i. Delivery/Pickup Locations

Clothing and other items shall be collected from and delivered to each location once every week. (The University reserves the option to relocate, add, reduce, or increase collection/delivery points at no

additional cost to the University.) Locations shall be provided to the contractor upon award of contract.

j. Delivery Time

- 1) Uniforms shall be picked up and delivered based upon the hours requested by each individual department. The contract representative will contact the Contractor to develop an acceptable delivery schedule for each site prior to the contract start date. Deliveries shall be made on the same day every week at each location. At the time of uniform pick-up and delivery, a signed inventory sheet must be given to a designated University representative, listing the number and type of uniforms picked up and the number and type of uniforms delivered by either the employee's name or by an employee identification number provided by the Contractor.
- 2) Contractor's delivery/pick-up personnel are required to leave a receipt at each facility that details a count of each item of clothing picked up and each item of clothing delivered.
- 3) In the event the pick-up day or time must be changed, the University will notify the Contractor in advance. The Contractor shall notify the University or designated representative at least one (1) day in advance for changes in the designated delivery hours. Clothing changes are required to be delivered within seven (7) calendar days of notification to Contractor.

k. Lost or Damaged Items

Bidder shall provide an amortization schedule, which details percent clothing is amortized from date of issue, and Bidder's methods and procedures of verifying same.

l. University's Responsibilities

1. The University will be responsible for the replacement of Bidder-owned items lost or damaged by University employees. Replacement costs shall be based upon pricing provided in the Lost or Damaged Amortization Schedule submitted by Bidder.
2. The University will not be responsible for the replacement of items which have reached end-of-service life.
3. The University will provide to the Contractor written notification of all employees who, because of health issues, choose to self-laundry Contractor-provided uniforms.

m. Contractor's Responsibilities

1. Contractor shall provide University employees with uniforms within ten (10) business days of measurement. Contractor shall notify the Department Representative or designee and obtain written approval of any delays exceeding the allotted ten (10) business days.
2. Contractor shall be responsible for keeping all uniforms, towels and mats in good condition and shall inspect all items for repairs prior to delivery. Items with holes in fabric or visibly worn, frayed, discolored, or thin fabric are not acceptable and shall be replaced at Contractor's expense. The University reserves the right to refuse any item it deems needs repair or replacement at no additional expense to the University.

3. At the beginning of the contract, Contractor shall; provide all employees with New first-time use Uniforms not issued or worn previously (Category 1 or Category 2 uniforms are not acceptable) in accordance with the below Garment Categories. Contractor shall provide all new employees with New first-time use Uniforms not issued or worn previously (Category 1 or Category 2 uniforms are not acceptable) in accordance with the below Garment Categories:
4. Contractor shall provide no less than Category 1 uniforms for all replacement uniforms. Category 2 uniforms are not acceptable.
5. Bidder shall specify charges for lost and/or damaged items as part of their Proposal. Excessive charges may be grounds for rejection of the Proposal.

n. Sizes

Size requirements within any category of clothing are subject to change. The University reserves the right to change sizes of all clothing issued to a University employee by Contractor throughout the life of the contract. At a minimum Contractor shall provide the industry standard sizes of clothing under this contract.

2. FLOOR MATS, MOPS AND CLEANING CLOTH SERVICE – RENTAL, PURCHASE AND LEASE

Rental, direct purchase and lease of walk off floor mats, logo mats, anti-fatigue mats, wet mop heads, dry mop heads, microfiber mop heads, shop towels and microfiber cloths shall be provided to various locations and departments within the University.

3. RESTROOM SUPPLY

Installation and regularly scheduled maintenance of dispensers, paper products, hand sanitizer, soap, feminine hygiene products and related services.

4. FIRST AID AND SAFETY

1. The provision of first aid and safety products, which are either contact free or single dose and tamper-evident, to include but not limited to the following:
 - Standard First Aid Cabinets and Food Service First Aid Cabinets – with standard fill that meets ANSI/ISEA Z308.1-2015 class B requirements upon installation
 - Unit Vehicle First Aid Kit
 - Large Mobile First Aid Kit Bag
 - Fleet First Aid Replenishment Cabinet/Center
 - Bandages
 - Wraps
 - Eye Wash Stations
 - Consumables
2. The installation and maintenance of Automated External Defibrillator (AED) packages for lease.
3. Purchase of Automated External Defibrillator packages.
4. First Aid and Safety Training

5. FIRE PROTECTION

1. Test and inspection of fire extinguishers.

- a. Scheduled monthly inspection
 - b. Annual inspection and maintenance with replacement as needed
- 2. Sprinkler systems, clean agent suppression systems, and emergency exit lights.
 - a. Test and inspection of fire alarm system
 - b. Monitoring of fire alarm systems.

6. BALANCE OF LINE/COMPREHENSIVE PRODUCT OFFERING

Each Bidder awarded an item under this solicitation may offer their complete product and service offering/a balance of line for workplace solutions. Pricing for complete product offering/balance of line items may be determined by a percentage discount off the Bidder's retail price list. The pricing percentage discount offered must be entered on the WS Pricing Spreadsheet, located in the Attachments tab of eBid. Completed spreadsheets shall be attached in the Response Attachments tab of eBid. Throughout the term of an awarded contract, awarded Supplier(s) shall have the option to add products to their offering.

C. FEDERAL FUNDING PRICING.

Due to products and services potentially being used in response to an emergency or disaster recovery situation, and/or products and services for use in USDA or Child Nutrition Programs in which federal funding may be used, Bidder may provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, awarded Bidder is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit of Attachment A.

By submitting a response, the Bidder admits that all prices in their Offer have been arrived at independently, without consultation, 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 certification regarding non-collusion.

1. **USDA AND CHILD NUTRITION PROGRAMS CODE OF CONDUCT:** The following conduct may be expected of all persons who are engaged in the awarding and administration of contracts supported by any Participating Public Agencies for any food and nutrition program funds.
 - a. No employees, officer or agent shall participate in selection or in the award or administration of a contract supported by program funds if a conflict of interest, real or apparent would be involved.
 - b. The purchase of any food or service from a Contractor for individual use is prohibited using University contract prices.
 - c. The removal of any food, supplies or equipment for individual use is prohibited.
 - d. The outside sale of such items as used oil, empty cans and the like will be sold by contract according to policy and the outside agency.
 - e. Failure of any employee to abide by the above could result in a suspension or dismissal. Interpretation of the code will be administered by the Participating Public Agency.

- f. Failure of a Contractor or its' agent to abide by these rules or facilitate a Participating Public Agency employee the opportunity to not abide by these rules by actively participating in a breach of one or more of the rules hereby established may result in termination of the Contract.

- 2. USDA NON-DISCRIMINATION:** In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) Fax: (202) 690-7442; or
- (3) Email: program.intake@usda.gov.

- 3. TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs." "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.
- 4. INVENTORY AND STORAGE:** If a Participating Public Agencies has a School Food Authority (SFA), the SFA shall be the responsible party to account for all products, including USDA Foods. At a minimum, an annual inventory of USDA Foods must be conducted by SFA. SFA is responsible for food storage and maintenance of inventory and for conducting the initial inventory and final inventory.

III. Pricing

The University of Nebraska requests pricing be submitted as not to exceed pricing to include percentage discounts for all product and service offerings. Unlike fixed pricing, the awarded Bidder can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Awarded Bidder must allow for lower pricing to be available for similar product and service purchases.

A. Market Basket

Bidder shall complete the Market Basket Price File. If awarded a contract, the Bidder's Market Basket will reflect the pricing available to the University of Nebraska and to OMNIA Partners Participating Agencies. Pricing evaluation will be based on the Market Basket pricing. The quantities shown in this solicitation represent the best estimates that the University of Nebraska can provide supporting their current program. The quantities to be purchased may vary depending on internal changes. The University of Nebraska does not assume or accept responsibility to purchase the total quantities listed. The quantities shown are not to be considered a maximum and the University of Nebraska reserves the right to purchase more or less of specified amounts. Participating Public Agencies reserve the right to purchase more or less of specified amounts. Quantities shown shall not be construed to represent any amount which the University of Nebraska or Participating Public Agencies shall be obligated to purchase under the resulting Contract or relieve the Supplier of their obligation to fill all orders placed by the University of Nebraska or Participating Public Agencies. Quantities shown will be used for evaluation purposes.

B. Pricing Discount

The discount proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Bidder should hold the proposed price list firm for the first 12 months after the contract award. Bidder will provide details of and propose any additional discounts for volume orders, additional locations, special manufacturer's offers, free goods program, total annual spend, etc.

C. Special Offers/Promotions.

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

IV. Evaluation Criteria (Potential evaluation score – 100 points)

1. Background and References (10 max points)
2. Supplier Capabilities (20 max points)
3. Customer Support and Method of Approach (20 max points)
4. Pricing (50 max points) – Based on Market Basket

ATTACHMENT A



Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

Exhibit A
Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The University of Nebraska (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting proposals for Workplace Solutions. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$100M annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the

responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the

Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.
- B. Total number and location of salespersons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
 - a. Submit FEIN and Dunn & Bradstreet report.

- E. Describe any green or environmental initiatives or policies.
- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.
- G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

- a. Minority Women Business Enterprise

☐ Yes ☐ No

If yes, list certifying agency: _____

- b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☐ No

If yes, list certifying agency: _____

- c. Historically Underutilized Business (HUB)

☐ Yes ☐ No

If yes, list certifying agency: _____

- d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☐ No

If yes, list certifying agency: _____

- e. Other recognized diversity certificate holder

☐ Yes ☐ No

If yes, list certifying agency: _____

- H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

- I. Describe how supplier differentiates itself from its competitors.

- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

- K. Felony Conviction Notice: Indicate if the supplier

- a. is a publicly held corporation and this reporting requirement is not applicable;
- b. is not owned or operated by anyone who has been convicted of a felony; or
- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

- L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

- A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.
- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.
- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
 - i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days

- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners
- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

- ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive
- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
- i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts
- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
- J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$ _____ .00 in year one
\$ _____ .00 in year two
\$ _____ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this “**Agreement**”) is made this ____ day of _____ 20__, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners**”), and _____ (“**Supplier**”).

RECITALS

WHEREAS, the _____ (the “**Principal Procurement Agency**”) has entered into a Master Agreement effective _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the “**Master Agreement**”), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the “**Product**”);

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, “**Public Agencies**”), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a “**Participating Public Agency**”) may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise

communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, “**Personal Information**” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of “personal information” as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party “request to know” or “request to delete” (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners’ behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS’ PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement’s products and services to Public Agencies and such agencies’ employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency’s first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website.

Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of three percent (3%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of

Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]

**NATIONAL
INTERGOVERNMENTAL
PURCHASING ALLIANCE
COMPANY, A DELAWARE
CORPORATION D/B/A OMNIA
PARTNERS, PUBLIC SECTOR**

Signature
Name
Title
Date

Signature
Sarah Vavra
Name
Sr. Vice President, Public Sector Contracting
Title
Date

Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners**”), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency’s sole discretion.

7. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “**GPO Contract**”) will make timely payments to the distributor, manufacturer or other vendor (collectively, “**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:

**OMNIA Partners, as the cooperative
administrator on behalf of Principal
Procurement Agencies:**
**NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY
COMMUNITIES PROGRAM
MANAGEMENT, LLC**

Authorized Signature

Signature

Sarah E. Vavra

Name

Name

Sr. Vice President, Public Sector Contracting

Title and Agency Name

Title

Date

Date

Exhibit D
Principal Procurement Agency Certificate, Example

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), [PPA Name] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [PPA Name] ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PPA Name]_____

Signature

Name

Title

Date

Exhibit F Federal Funds Certifications

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Version August 19, 2022

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing 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 as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses 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. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) Representation. The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

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Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing 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 as part of any system. The Contractor is prohibited from providing to the Government 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* 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.

(d) *Reporting requirement.*

(1) 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 Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) 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.

(ii) 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) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or

subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise

excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been 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 grant 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 covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

7 CFR Part 210.21 School Lunch Procurement.

The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

- (i) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;
- (ii)
 - (A) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or
 - (B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;
- (iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;
- (iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;
- (v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
- (vi) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

Unless Supplier is exempt (*See FAR 25.103*), when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used (*see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details*).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any
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documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror _____

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror _____

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:

Address, City, State, and Zip Code:

Phone Number: _____ Fax Number:

Printed Name and Title of Authorized Representative:

Email Address:

Signature of Authorized Representative: _____ Date: _____

SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. Participating Public Agencies may also need to purchase goods, products, and/or services for use in Child Nutrition Programs (CNP) and be in compliance with 22 CFR Part 200 as well as 7 CFR Part 210, 220, 225, and 226.

By submitting a proposal, the Supplier is accepting the following Special Conditions that are required by the Federal Emergency Management Agency (FEMA) and/or the USDA and Child Nutrition Programs.

“Contract” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

F

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7

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c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

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

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,⁴ must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b. Key Definitions.
 - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
 - ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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.

4. DAVIS-BACON ACT

- a. Standard.** All prime construction contracts in excess of \$2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. Applicability.** The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant

Program.

c. Requirements. If applicable, the non-federal entity must do the following:

- i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. 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.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

- c. **Requirements.** If applicable, the non-federal entity must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

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 as a contractor and subcontractor as provided in 29 C.F.R. §5.12.”

6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily

available on the open market, or contracts for transportation or transmission of intelligence.

- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

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 Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from 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.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms

Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

- b.** Applicability. This requirement applies to “*funding agreements*,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c.** Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a.** Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b.** Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c.** Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or

regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.
 - i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
 - ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.
 - iii. Specifically, a covered transaction includes the following contracts for goods or services:
 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.

2. The contract requires the approval of FEMA, regardless of amount.
 3. The contract is for federally-required audit services.
 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. 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 Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. Suggested Language.
 - i. 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—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
 - ii. 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/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements 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: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

13. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, 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.
- ii. 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.
- iii. 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.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the 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.
- c. "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."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "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."

19. Buy American Requirement.

(i) When applicable, subject to paragraph (d)(2)(ii) of 7 CFR Part 210.21(d), Supplier will comply with Buy American provision for contracts that involve purchase of food. As required by the Buy American provision, to the maximum extent practicable, all products or commodities must be of domestic origin as required by 7 CFR Part 210.21(d).

(ii) **Limitations.** Paragraph (d)(2)(i) of 7 CFR 210.21 shall apply only to -

(A) A school food authority located in the contiguous United States; and

(B) A purchase of domestic commodity or product for the school lunch program under this part.

(iii.) **Applicability to Hawaii.** [Paragraph \(d\)\(2\)\(i\)](#) of 7 CFR 210.21 shall apply to a school food authority in Hawaii with respect to domestic commodities or products that are produced in Hawaii in sufficient quantities to meet the needs of meals provided under the school lunch program under this part.

(iv.) Participating Public Agencies may require that Suppliers certify the food product was processed in the U.S. and certify the percentage of U.S. content, by weight or volume, in the food component of processed food products supplied to us.

20. Cost Reimbursement

If a Participating Public Agency allows for cost reimbursements, and is a school authority utilizing the Master Agreement as part of a Child Nutrition Program, the following provisions are required:

(i) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

(ii)

(A) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or

(B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

(iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

(iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

(v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

(vi) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

(vii) **Prohibited expenditures.** No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.

Offeror agrees to comply with all terms and conditions outlined in the Special Conditions section of this solicitation.

Offeror's Name: _____

Address, City, State, and Zip Code:

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of full
age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in
connection with the above named project; and that all statements contained in said proposal and in this
affidavit are true and correct, and made with full knowledge that the _____

_____ relies upon the truth of the statements contained in said Proposal
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such
contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent
fee, except bona fide employees or bona fide established commercial or selling agencies maintained by
_____.

Subscribed and sworn to

before me this day

Signature

_____, 2 _____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Date

Authorized Signature and Title

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.**

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

Printed Name

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

STOCKHOLDER DISCLOSURE CERTIFICATION**Name of Business:**

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:☐ Partnership☐ Corporation☐ Sole Proprietorship☐ Limited Partnership☐ Limited Liability Corporation☐ Limited Liability Partnership☐ Subchapter S Corporation**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ____ day of _____, 2__.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	_____ (Corporate Seal)

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:

https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: _____ Title: _____

Signature: _____ Date: _____

DOC #9
MACBRIDE-PRINCIPLES



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: _____

VENDOR/BIDDER: _____

**VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS
AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

☐

CHECK THE APPROPRIATE BOX

The Vendor/Bidder has no business operations in Northern Ireland; or

☐

OR

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature

Date

Print Name and Title

Exhibit H

Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHES
INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
 CITY OF ADAIR VILLAGE, OR
 CITY OF ASHLAND, OR
 CITY OF AUMSVILLE, OR
 CITY OF AURORA, OR
 CITY OF BAKER, OR
 CITY OF BATON ROUGE, LA
 CITY OF BEAVERTON, OR
 CITY OF BEND, OR
 CITY OF BOARDMAN, OR
 CITY OF BONANAZA, OR
 CITY OF BOSSIER CITY, LA
 CITY OF BROOKINGS, OR
 CITY OF BURNS, OR
 CITY OF CANBY, OR
 CITY OF CANYONVILLE, OR
 CITY OF CLATSKANIE, OR
 CITY OF COBURG, OR
 CITY OF CONDON, OR
 CITY OF COQUILLE, OR
 CITY OF CORVALLI, OR
 CITY OF CORVALLIS PARKS AND RECREATION
 DEPARTMENT, OR
 CITY OF COTTAGE GROVE, OR
 CITY OF DONALD, OR
 CITY OF EUGENE, OR
 CITY OF FOREST GROVE, OR
 CITY OF GOLD HILL, OR
 CITY OF GRANTS PASS, OR
 CITY OF GRESHAM, OR
 CITY OF HILLSBORO, OR

CITY OF INDEPENDENCE, OR
 CITY AND COUNTY OF HONOLULU, HI
 CITY OF KENNER, LA
 CITY OF LA GRANDE, OR
 CITY OF LAFAYETTE, LA
 CITY OF LAKE CHARLES, OR
 CITY OF LEBANON, OR
 CITY OF MCMINNVILLE, OR
 CITY OF MEDFORD, OR
 CITY OF METAIRIE, LA
 CITY OF MILL CITY, OR
 CITY OF MILWAUKIE, OR
 CITY OF MONROE, LA
 CITY OF MOSIER, OR
 CITY OF NEW ORLEANS, LA
 CITY OF NORTH PLAINS, OR
 CITY OF OREGON CITY, OR
 CITY OF PILOT ROCK, OR
 CITY OF PORTLAND, OR
 CITY OF POWERS, OR
 CITY OF PRINEVILLE, OR
 CITY OF REDMOND, OR
 CITY OF REEDSPORT, OR
 CITY OF RIDDLE, OR
 CITY OF ROGUE RIVER, OR
 CITY OF ROSEBURG, OR
 CITY OF SALEM, OR
 CITY OF SANDY, OR
 CITY OF SCAPPOOSE, OR
 CITY OF SHADY COVE, OR
 CITY OF SHERWOOD, OR
 CITY OF SHREVEPORT, LA
 CITY OF SILVERTON, OR

CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT

EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT

LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNN DYLAN, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVILLE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT

RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDOPARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR

CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS
COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND
COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT

COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS,
BOARDS, DISTRICTS, COMMISSIONS, COUNCILS,
PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT
AUTHORITIES, RESERVATIONS AND UTILITIES
INCLUDING BUT NOT LIMITED TO:**

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION
DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29,
OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT,
OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY,
OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT,
OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT,
OR
BANDON R.F.P.D., OR

BANKS FIRE DISTRICT, OR
 BANKS FIRE DISTRICT #13, OR
 BAR L RANCH ROAD DISTRICT, OR
 BARLOW WATER IMPROVEMENT DISTRICT, OR
 BASIN AMBULANCE SERVICE DISTRICT, OR
 BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
 BATON ROUGE WATER COMPANY
 BAY AREA HEALTH DISTRICT, OR
 BAYSHORE SPECIAL ROAD DISTRICT, OR
 BEAR VALLEY SPECIAL ROAD DISTRICT, OR
 BEAVER CREEK WATER CONTROL DISTRICT, OR
 BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
 BEAVER SLOUGH DRAINAGE DISTRICT, OR
 BEAVER SPECIAL ROAD DISTRICT, OR
 BEAVER WATER DISTRICT, OR
 BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
 BEND METRO PARK AND RECREATION DISTRICT
 BENTON S.W.C.D., OR
 BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
 BEVERLY BEACH WATER DISTRICT, OR
 BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
 BIG BEND IRRIGATION DISTRICT, OR
 BIGGS SERVICE DISTRICT, OR
 BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
 BLACK BUTTE RANCH R.F.P.D., OR
 BLACK MOUNTAIN WATER DISTRICT, OR
 BLODGETT-SUMMIT R.F.P.D., OR
 BLUE MOUNTAIN HOSPITAL DISTRICT, OR
 BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
 BLUE RIVER PARK & RECREATION DISTRICT, OR
 BLUE RIVER WATER DISTRICT, OR
 BLY R.F.P.D., OR
 BLY VECTOR CONTROL DISTRICT, OR
 BLY WATER AND SANITARY DISTRICT, OR
 BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
 BOARDMAN PARK AND RECREATION DISTRICT
 BOARDMAN R.F.P.D., OR
 BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
 BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
 BONANZA R.F.P.D., OR
 BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
 BORING WATER DISTRICT #24, OR
 BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
 BRIDGE R.F.P.D., OR
 BROOKS COMMUNITY SERVICE DISTRICT, OR
 BROWNSVILLE R.F.P.D., OR
 BUELL-RED PRAIRIE WATER DISTRICT, OR
 BUNKER HILL R.F.P.D. #1, OR
 BUNKER HILL SANITARY DISTRICT, OR
 BURLINGTON WATER DISTRICT, OR
 BURNT RIVER IRRIGATION DISTRICT, OR
 BURNT RIVER S.W.C.D., OR
 CALAPOOIA R.F.P.D., OR
 CAMAS VALLEY R.F.P.D., OR
 CAMELLIA PARK SANITARY DISTRICT, OR
 CAMMANN ROAD DISTRICT, OR
 CAMP SHERMAN ROAD DISTRICT, OR

CANBY AREA TRANSIT, OR
 CANBY R.F.P.D. #62, OR
 CANBY UTILITY BOARD, OR
 CANNON BEACH R.F.P.D., OR
 CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
 CAPE FERRELO R.F.P.D., OR
 CAPE FOULWEATHER SANITARY DISTRICT, OR
 CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
 CARMEL BEACH WATER DISTRICT, OR
 CASCADE VIEW ESTATES TRACT 2, OR
 CEDAR CREST SPECIAL ROAD DISTRICT, OR
 CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
 CEDAR VALLEY - NORTH BANK R.F.P.D., OR
 CENTRAL CASCADES FIRE AND EMS, OR
 CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
 CENTRAL LINCOLN P.U.D., OR
 CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
 CENTRAL OREGON IRRIGATION DISTRICT, OR
 CHAPARRAL WATER CONTROL DISTRICT, OR
 CHARLESTON FIRE DISTRICT, OR
 CHARLESTON SANITARY DISTRICT, OR
 CHARLOTTE ANN WATER DISTRICT, OR
 CHEHALEM PARK & RECREATION DISTRICT, OR
 CHEHALEM PARK AND RECREATION DISTRICT
 CHEMULT R.F.P.D., OR
 CHENOWITH WATER P.U.D., OR
 CHERRIOTS, OR
 CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
 CHILOQUIN VECTOR CONTROL DISTRICT, OR
 CHILOQUIN-AGENCY LAKE R.F.P.D., OR
 CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
 CHR DISTRICT IMPROVEMENT COMPANY, OR
 CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
 CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
 CHRISTMAS VALLEY R.F.P.D., OR
 CITY OF BOGALUSA SCHOOL BOARD, LA
 CLACKAMAS COUNTY FIRE DISTRICT #1, OR
 CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
 CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
 CLACKAMAS RIVER WATER
 CLACKAMAS RIVER WATER, OR
 CLACKAMAS S.W.C.D., OR
 CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
 CLATSKANIE LIBRARY DISTRICT, OR
 CLATSKANIE P.U.D., OR
 CLATSKANIE PARK & RECREATION DISTRICT, OR
 CLATSKANIE PEOPLE'S UTILITY DISTRICT
 CLATSKANIE R.F.P.D., OR
 CLATSOP CARE CENTER HEALTH DISTRICT, OR
 CLATSOP COUNTY S.W.C.D., OR
 CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
 CLEAN WATER SERVICES
 CLEAN WATER SERVICES, OR
 CLOVERDALE R.F.P.D., OR
 CLOVERDALE SANITARY DISTRICT, OR
 CLOVERDALE WATER DISTRICT, OR
 COALEDO DRAINAGE DISTRICT, OR
 COBURG FIRE DISTRICT, OR
 COLESTIN RURAL FIRE DISTRICT, OR

COLTON R.F.P.D., OR
 COLTON WATER DISTRICT #11, OR
 COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
 COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
 COLUMBIA DRAINAGE VECTOR CONTROL, OR
 COLUMBIA IMPROVEMENT DISTRICT, OR
 COLUMBIA R.F.P.D., OR
 COLUMBIA RIVER FIRE & RESCUE, OR
 COLUMBIA RIVER PUD, OR
 COLUMBIA S.W.C.D., OR
 COLUMBIA S.W.C.D., OR
 CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
 COOS COUNTY AIRPORT DISTRICT, OR
 COOS COUNTY AIRPORT DISTRICT, OR
 COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
 COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
 COOS FOREST PROTECTIVE ASSOCIATION
 COOS S.W.C.D., OR
 COQUILLE R.F.P.D., OR
 COQUILLE VALLEY HOSPITAL DISTRICT, OR
 CORBETT WATER DISTRICT, OR
 CORNELIUS R.F.P.D., OR
 CORP RANCH ROAD WATER IMPROVEMENT, OR
 CORVALLIS R.F.P.D., OR
 COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
 COUNTRY CLUB WATER DISTRICT, OR
 COUNTRY ESTATES ROAD DISTRICT, OR
 COVE CEMETERY MAINTENANCE DISTRICT, OR
 COVE ORCHARD SEWER SERVICE DISTRICT, OR
 COVE R.F.P.D., OR
 CRESCENT R.F.P.D., OR
 CRESCENT SANITARY DISTRICT, OR
 CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
 CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
 CROOK COUNTY CEMETERY DISTRICT, OR
 CROOK COUNTY FIRE AND RESCUE, OR
 CROOK COUNTY PARKS & RECREATION DISTRICT, OR
 CROOK COUNTY S.W.C.D., OR
 CROOK COUNTY VECTOR CONTROL DISTRICT, OR
 CROOKED RIVER RANCH R.F.P.D., OR
 CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
 CRYSTAL SPRINGS WATER DISTRICT, OR
 CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
 CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
 CURRY COUNTY S.W.C.D., OR
 CURRY HEALTH DISTRICT, OR
 CURRY PUBLIC LIBRARY DISTRICT, OR
 DALLAS CEMETERY DISTRICT #4, OR
 DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
 DAVID CROCKETT STEAM FIRE COMPANY #1, LA
 DAYS CREEK R.F.P.D., OR
 DAYTON FIRE DISTRICT, OR
 DEAN MINARD WATER DISTRICT, OR
 DEE IRRIGATION DISTRICT, OR
 DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR

DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
 DEPOE BAY R.F.P.D., OR
 DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
 DESCHUTES COUNTY R.F.P.D. #2, OR
 DESCHUTES PUBLIC LIBRARY DISTRICT, OR
 DESCHUTES S.W.C.D., OR
 DESCHUTES VALLEY WATER DISTRICT, OR
 DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
 DEXTER R.F.P.D., OR
 DEXTER SANITARY DISTRICT, OR
 DORA-SITKUM R.F.P.D., OR
 DOUGLAS COUNTY FIRE DISTRICT #2, OR
 DOUGLAS S.W.C.D., OR
 DRAKES CROSSING R.F.P.D., OR
 DRRH SPECIAL ROAD DISTRICT #6, OR
 DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
 DUFUR RECREATION DISTRICT, OR
 DUMBECK LANE DOMESTIC WATER SUPPLY, OR
 DUNDEE R.F.P.D., OR
 DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
 EAGLE POINT IRRIGATION DISTRICT, OR
 EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
 EAGLE VALLEY R.F.P.D., OR
 EAGLE VALLEY S.W.C.D., OR
 EAST FORK IRRIGATION DISTRICT, OR
 EAST MULTNOMAH S.W.C.D., OR
 EAST SALEM SERVICE DISTRICT, OR
 EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
 EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
 EAST UMATILLA COUNTY R.F.P.D., OR
 EAST VALLEY WATER DISTRICT, OR
 ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
 ELGIN HEALTH DISTRICT, OR
 ELGIN R.F.P.D., OR
 ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
 ELKTON R.F.P.D., OR
 EMERALD P.U.D., OR
 ENTERPRISE IRRIGATION DISTRICT, OR
 ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
 ESTACADA R.F.P.D. #69, OR
 EUGENE R.F.P.D. # 1, OR
 EUGENE WATER AND ELECTRIC BOARD
 EVANS VALLEY FIRE DISTRICT #6, OR
 FAIR OAKS R.F.P.D., OR
 FAIRVIEW R.F.P.D., OR
 FAIRVIEW WATER DISTRICT, OR
 FALCON HEIGHTS WATER AND SEWER, OR
 FALCON-COVE BEACH WATER DISTRICT, OR
 FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
 FARGO INTERCHANGE SERVICE DISTRICT, OR
 FARMERS IRRIGATION DISTRICT, OR
 FAT ELK DRAINAGE DISTRICT, OR
 FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
 FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
 FOR FAR ROAD DISTRICT, OR
 FOREST GROVE R.F.P.D., OR
 FOREST VIEW SPECIAL ROAD DISTRICT, OR
 FORT ROCK-SILVER LAKE S.W.C.D., OR

FOUR RIVERS VECTOR CONTROL DISTRICT, OR
 FOX CEMETERY MAINTENANCE DISTRICT, OR
 GARDINER R.F.P.D., OR
 GARDINER SANITARY DISTRICT, OR
 GARIBALDI R.F.P.D., OR
 GASTON R.F.P.D., OR
 GATES R.F.P.D., OR
 GEARHART R.F.P.D., OR
 GILLIAM S.W.C.D., OR
 GLENDALE AMBULANCE DISTRICT, OR
 GLENDALE R.F.P.D., OR
 GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
 GLENEDEN SANITARY DISTRICT, OR
 GLENWOOD WATER DISTRICT, OR
 GLIDE - IDLEYLD SANITARY DISTRICT, OR
 GLIDE R.F.P.D., OR
 GOLD BEACH - WEDDERBURN R.F.P.D., OR
 GOLD HILL IRRIGATION DISTRICT, OR
 GOLDFINCH ROAD DISTRICT, OR
 GOSHEN R.F.P.D., OR
 GOVERNMENT CAMP ROAD DISTRICT, OR
 GOVERNMENT CAMP SANITARY DISTRICT, OR
 GRAND PRAIRIE WATER CONTROL DISTRICT, OR
 GRAND RONDE SANITARY DISTRICT, OR
 GRANT COUNTY TRANSPORTATION DISTRICT, OR
 GRANT S.W.C.D., OR
 GRANTS PASS IRRIGATION DISTRICT, OR
 GREATER BOWEN VALLEY R.F.P.D., OR
 GREATER ST. HELENS PARK & RECREATION
 DISTRICT, OR
 GREATER TOLEDO POOL RECREATION DISTRICT,
 OR
 GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
 GREEN SANITARY DISTRICT, OR
 GREENACRES R.F.P.D., OR
 GREENBERRY IRRIGATION DISTRICT, OR
 GREENSPRINGS RURAL FIRE DISTRICT, OR
 HAHLEN ROAD SPECIAL DISTRICT, OR
 HAINES CEMETERY MAINTENANCE DISTRICT, OR
 HAINES FIRE PROTECTION DISTRICT, OR
 HALSEY-SHEDD R.F.P.D., OR
 HAMLET R.F.P.D., OR
 HARBOR R.F.P.D., OR
 HARBOR SANITARY DISTRICT, OR
 HARBOR WATER P.U.D., OR
 HARNEY COUNTY HEALTH DISTRICT, OR
 HARNEY S.W.C.D., OR
 HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
 HARRISBURG FIRE AND RESCUE, OR
 HAUSER R.F.P.D., OR
 HAZELDELL RURAL FIRE DISTRICT, OR
 HEBO JOINT WATER-SANITARY AUTHORITY, OR
 HECETA WATER P.U.D., OR
 HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
 HELIX PARK & RECREATION DISTRICT, OR
 HELIX R.F.P.D. #7-411, OR
 HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
 HEPPNER R.F.P.D., OR
 HEPPNER WATER CONTROL DISTRICT, OR
 HEREFORD COMMUNITY HALL RECREATION
 DISTRICT, OR
 HERMISTON CEMETERY DISTRICT, OR
 HERMISTON IRRIGATION DISTRICT, OR
 HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT
 DISTRICT, OR
 HIGH DESERT PARK & RECREATION DISTRICT, OR
 HIGHLAND SUBDIVISION WATER DISTRICT, OR
 HONOLULU INTERNATIONAL AIRPORT

HOOD RIVER COUNTY LIBRARY DISTRICT, OR
 HOOD RIVER COUNTY TRANSPORTATION DISTRICT,
 OR
 HOOD RIVER S.W.C.D., OR
 HOOD RIVER VALLEY PARKS & RECREATION
 DISTRICT, OR
 HOODLAND FIRE DISTRICT #74
 HOODLAND FIRE DISTRICT #74, OR
 HORSEFLY IRRIGATION DISTRICT, OR
 HOSKINS-KINGS VALLEY R.F.P.D., OR
 HOUSING AUTHORITY OF PORTLAND
 HUBBARD R.F.P.D., OR
 HUDSON BAY DISTRICT IMPROVEMENT COMPANY,
 OR
 I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT
 COMPANY, OR
 ICE FOUNTAIN WATER DISTRICT, OR
 IDAHO POINT SPECIAL ROAD DISTRICT, OR
 IDANHA-DETROIT RURAL FIRE PROTECTION
 DISTRICT, OR
 ILLINOIS VALLEY FIRE DISTRICT
 ILLINOIS VALLEY R.F.P.D., OR
 ILLINOIS VALLEY S.W.C.D., OR
 IMBLER R.F.P.D., OR
 INTERLACHEN WATER P.U.D., OR
 IONE LIBRARY DISTRICT, OR
 IONE R.F.P.D. #6-604, OR
 IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
 IRONSIDE RURAL ROAD DISTRICT #5, OR
 IRRIGON PARK & RECREATION DISTRICT, OR
 IRRIGON R.F.P.D., OR
 ISLAND CITY AREA SANITATION DISTRICT, OR
 ISLAND CITY CEMETERY MAINTENANCE DISTRICT,
 OR
 JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
 JACKSON COUNTY FIRE DISTRICT #3, OR
 JACKSON COUNTY FIRE DISTRICT #4, OR
 JACKSON COUNTY FIRE DISTRICT #5, OR
 JACKSON COUNTY LIBRARY DISTRICT, OR
 JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
 JACKSON S.W.C.D., OR
 JASPER KNOLLS WATER DISTRICT, OR
 JEFFERSON COUNTY EMERGENCY MEDICAL
 SERVICE DISTRICT, OR
 JEFFERSON COUNTY FIRE DISTRICT #1, OR
 JEFFERSON COUNTY LIBRARY DISTRICT, OR
 JEFFERSON COUNTY S.W.C.D., OR
 JEFFERSON PARK & RECREATION DISTRICT, OR
 JEFFERSON R.F.P.D., OR
 JOB'S DRAINAGE DISTRICT, OR
 JOHN DAY WATER DISTRICT, OR
 JOHN DAY-CANYON CITY PARKS & RECREATION
 DISTRICT, OR
 JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
 JORDAN VALLEY CEMETERY DISTRICT, OR
 JORDAN VALLEY IRRIGATION DISTRICT, OR
 JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
 JOSEPHINE COUNTY 4-H & EXTENSION SERVICE
 DISTRICT, OR
 JOSEPHINE COUNTY 911 AGENCY, OR
 JUNCTION CITY R.F.P.D., OR
 JUNCTION CITY WATER CONTROL DISTRICT, OR
 JUNIPER BUTTE ROAD DISTRICT, OR
 JUNIPER CANYON WATER CONTROL DISTRICT, OR
 JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY,
 OR
 JUNIPER FLAT R.F.P.D., OR

JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
 KEATING R.F.P.D., OR
 KEATING S.W.C.D., OR
 KEIZER R.F.P.D., OR
 KELLOGG RURAL FIRE DISTRICT, OR
 KENO IRRIGATION DISTRICT, OR
 KENO PINES ROAD DISTRICT, OR
 KENO R.F.P.D., OR
 KENT WATER DISTRICT, OR
 KERBY WATER DISTRICT, OR
 K-GB-LB WATER DISTRICT, OR
 KILCHIS WATER DISTRICT, OR
 KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
 KLAMATH BASIN IMPROVEMENT DISTRICT, OR
 KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
 KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
 KLAMATH COUNTY FIRE DISTRICT #1, OR
 KLAMATH COUNTY FIRE DISTRICT #3, OR
 KLAMATH COUNTY FIRE DISTRICT #4, OR
 KLAMATH COUNTY FIRE DISTRICT #5, OR
 KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
 KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
 KLAMATH DRAINAGE DISTRICT, OR
 KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
 KLAMATH INTEROPERABILITY RADIO GROUP, OR
 KLAMATH IRRIGATION DISTRICT, OR
 KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
 KLAMATH S.W.C.D., OR
 KLAMATH VECTOR CONTROL DISTRICT, OR
 KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
 LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
 LA GRANDE R.F.P.D., OR
 LA PINE PARK & RECREATION DISTRICT, OR
 LA PINE R.F.P.D., OR
 LABISH VILLAGE SEWAGE & DRAINAGE, OR
 LACOMB IRRIGATION DISTRICT, OR
 LAFAYETTE AIRPORT COMMISSION, LA
 LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
 LAIDLAW WATER DISTRICT, OR
 LAKE CHINOOK FIRE & RESCUE, OR
 LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
 LAKE COUNTY LIBRARY DISTRICT, OR
 LAKE CREEK R.F.P.D. - JACKSON, OR
 LAKE CREEK R.F.P.D. - LANE COUNTY, OR
 LAKE DISTRICT HOSPITAL, OR
 LAKE GROVE R.F.P.D. NO. 57, OR
 LAKE GROVE WATER DISTRICT, OR
 LAKE LABISH WATER CONTROL DISTRICT, OR
 LAKE POINT SPECIAL ROAD DISTRICT, OR
 LAKESIDE R.F.P.D. #4, OR
 LAKESIDE WATER DISTRICT, OR
 LAKEVIEW R.F.P.D., OR
 LAKEVIEW S.W.C.D., OR
 LAMONTAI IMPROVEMENT DISTRICT, OR
 LANE FIRE AUTHORITY, OR
 LANE LIBRARY DISTRICT, OR
 LANE TRANSIT DISTRICT, OR
 LANGELL VALLEY IRRIGATION DISTRICT, OR

LANGLOIS PUBLIC LIBRARY, OR
 LANGLOIS R.F.P.D., OR
 LANGLOIS WATER DISTRICT, OR
 LAZY RIVER SPECIAL ROAD DISTRICT, OR
 LEBANON AQUATIC DISTRICT, OR
 LEBANON R.F.P.D., OR
 LEWIS & CLARK R.F.P.D., OR
 LINCOLN COUNTY LIBRARY DISTRICT, OR
 LINCOLN S.W.C.D., OR
 LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
 LINN S.W.C.D., OR
 LITTLE MUDDY CREEK WATER CONTROL, OR
 LITTLE NESTUCCA DRAINAGE DISTRICT, OR
 LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
 LONE PINE IRRIGATION DISTRICT, OR
 LONG PRAIRIE WATER DISTRICT, OR
 LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
 LOOKINGGLASS RURAL FIRE DISTRICT, OR
 LORANE R.F.P.D., OR
 LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
 LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
 LOUISIANA PUBLIC SERVICE COMMISSION, LA
 LOUISIANA WATER WORKS
 LOWELL R.F.P.D., OR
 LOWER MCKAY CREEK R.F.P.D., OR
 LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
 LOWER POWDER RIVER IRRIGATION DISTRICT, OR
 LOWER SILETZ WATER DISTRICT, OR
 LOWER UMPQUA HOSPITAL DISTRICT, OR
 LOWER UMPQUA PARK & RECREATION DISTRICT, OR
 LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
 LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
 LUSTED WATER DISTRICT, OR
 LYONS R.F.P.D., OR
 LYONS-MEHAMA WATER DISTRICT, OR
 MADRAS AQUATIC CENTER DISTRICT, OR
 MAKAI SPECIAL ROAD DISTRICT, OR
 MALHEUR COUNTY S.W.C.D., OR
 MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
 MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
 MALHEUR DRAINAGE DISTRICT, OR
 MALHEUR MEMORIAL HEALTH DISTRICT, OR
 MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
 MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
 MALIN IRRIGATION DISTRICT, OR
 MALIN R.F.P.D., OR
 MAPLETON FIRE DEPARTMENT, OR
 MAPLETON WATER DISTRICT, OR
 MARCOLA WATER DISTRICT, OR
 MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
 MARION COUNTY FIRE DISTRICT #1, OR
 MARION JACK IMPROVEMENT DISTRICT, OR
 MARION S.W.C.D., OR
 MARY'S RIVER ESTATES ROAD DISTRICT, OR
 MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
 MCKAY ACRES IMPROVEMENT DISTRICT, OR

MCKAY DAM R.F.P.D. # 7-410, OR
 MCKENZIE FIRE & RESCUE, OR
 MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
 MCMINNVILLE R.F.P.D., OR
 MCNULTY WATER P.U.D., OR
 MEADOWS DRAINAGE DISTRICT, OR
 MEDFORD IRRIGATION DISTRICT, OR
 MEDFORD R.F.P.D. #2, OR
 MEDFORD WATER COMMISSION
 MEDICAL SPRINGS R.F.P.D., OR
 MELHEUR COUNTY JAIL, OR
 MERLIN COMMUNITY PARK DISTRICT, OR
 MERRILL CEMETERY MAINTENANCE DISTRICT, OR
 MERRILL PARK DISTRICT, OR
 MERRILL R.F.P.D., OR
 METRO REGIONAL GOVERNMENT
 METRO REGIONAL PARKS
 METROPOLITAN EXPOSITION RECREATION COMMISSION
 METROPOLITAN SERVICE DISTRICT (METRO)
 MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
 MID-COLUMBIA FIRE AND RESCUE, OR
 MIDDLE FORK IRRIGATION DISTRICT, OR
 MIDLAND COMMUNITY PARK, OR
 MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
 MILES CROSSING SANITARY SEWER DISTRICT, OR
 MILL CITY R.F.P.D. #2-303, OR
 MILL FOUR DRAINAGE DISTRICT, OR
 MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
 MILLINGTON R.F.P.D. #5, OR
 MILO VOLUNTEER FIRE DEPARTMENT, OR
 MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
 MILTON-FREEWATER WATER CONTROL DISTRICT, OR
 MIROCO SPECIAL ROAD DISTRICT, OR
 MIST-BIRKENFELD R.F.P.D., OR
 MODOC POINT IRRIGATION DISTRICT, OR
 MODOC POINT SANITARY DISTRICT, OR
 MOHAWK VALLEY R.F.P.D., OR
 MOLALLA AQUATIC DISTRICT, OR
 MOLALLA R.F.P.D. #73, OR
 MONITOR R.F.P.D., OR
 MONROE R.F.P.D., OR
 MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
 MONUMENT S.W.C.D., OR
 MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
 MORO R.F.P.D., OR
 MORROW COUNTY HEALTH DISTRICT, OR
 MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
 MORROW S.W.C.D., OR
 MOSIER FIRE DISTRICT, OR
 MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
 MT. ANGEL R.F.P.D., OR
 MT. HOOD IRRIGATION DISTRICT, OR
 MT. LAKI CEMETERY DISTRICT, OR
 MT. VERNON R.F.P.D., OR
 MULINO WATER DISTRICT #1, OR
 MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
 MULTNOMAH COUNTY R.F.P.D. #10, OR
 MULTNOMAH COUNTY R.F.P.D. #14, OR
 MULTNOMAH EDUCATION SERVICE DISTRICT
 MYRTLE CREEK R.F.P.D., OR

NEAH-KAH-NIE WATER DISTRICT, OR
 NEDONNA R.F.P.D., OR
 NEHALEM BAY FIRE AND RESCUE, OR
 NEHALEM BAY HEALTH DISTRICT, OR
 NEHALEM BAY WASTEWATER AGENCY, OR
 NESIKA BEACH-OPHIR WATER DISTRICT, OR
 NESKOWIN REGIONAL SANITARY AUTHORITY, OR
 NESKOWIN REGIONAL WATER DISTRICT, OR
 NESTUCCA R.F.P.D., OR
 NETARTS WATER DISTRICT, OR
 NETARTS-OCEANSIDE R.F.P.D., OR
 NETARTS-OCEANSIDE SANITARY DISTRICT, OR
 NEW BRIDGE WATER SUPPLY DISTRICT, OR
 NEW CARLTON FIRE DISTRICT, OR
 NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
 NEW PINE CREEK R.F.P.D., OR
 NEWBERG R.F.P.D., OR
 NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
 NEWPORT R.F.P.D., OR
 NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
 NORTH ALBANY R.F.P.D., OR
 NORTH BAY R.F.P.D. #9, OR
 NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
 NORTH COUNTY RECREATION DISTRICT, OR
 NORTH DOUGLAS COUNTY FIRE & EMS, OR
 NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
 NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
 NORTH GILLIAM COUNTY R.F.P.D., OR
 NORTH LAKE HEALTH DISTRICT, OR
 NORTH LEBANON WATER CONTROL DISTRICT, OR
 NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
 NORTH LINCOLN HEALTH DISTRICT, OR
 NORTH MORROW VECTOR CONTROL DISTRICT, OR
 NORTH SHERMAN COUNTY R.F.P.D., OR
 NORTH UNIT IRRIGATION DISTRICT, OR
 NORTHEAST OREGON HOUSING AUTHORITY, OR
 NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
 NORTHERN WASCO COUNTY P.U.D., OR
 NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
 NYE DITCH USERS DISTRICT IMPROVEMENT, OR
 NYSSA ROAD ASSESSMENT DISTRICT #2, OR
 NYSSA RURAL FIRE DISTRICT, OR
 NYSSA-ARCADIA DRAINAGE DISTRICT, OR
 OAK LODGE WATER SERVICES, OR
 OAKLAND R.F.P.D., OR
 OAKVILLE COMMUNITY CENTER, OR
 OCEANSIDE WATER DISTRICT, OR
 OCHOCO IRRIGATION DISTRICT, OR
 OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
 ODELL SANITARY DISTRICT, OR
 OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
 OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
 ONTARIO LIBRARY DISTRICT, OR
 ONTARIO R.F.P.D., OR
 OPHIR R.F.P.D., OR
 OREGON COAST COMMUNITY ACTION
 OREGON HOUSING AND COMMUNITY SERVICES
 OREGON INTERNATIONAL PORT OF COOS BAY, OR
 OREGON LEGISLATIVE ADMINISTRATION
 OREGON OUTBACK R.F.P.D., OR
 OREGON POINT, OR
 OREGON TRAIL LIBRARY DISTRICT, OR

OTTER ROCK WATER DISTRICT, OR
 OWW UNIT #2 SANITARY DISTRICT, OR
 OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
 OWYHEE IRRIGATION DISTRICT, OR
 PACIFIC CITY JOINT WATER-SANITARY
 AUTHORITY, OR
 PACIFIC COMMUNITIES HEALTH DISTRICT, OR
 PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
 PALATINE HILL WATER DISTRICT, OR
 PALMER CREEK WATER DISTRICT IMPROVEMENT
 COMPANY, OR
 PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
 PANTHER CREEK ROAD DISTRICT, OR
 PANTHER CREEK WATER DISTRICT, OR
 PARKDALE R.F.P.D., OR
 PARKDALE SANITARY DISTRICT, OR
 PENINSULA DRAINAGE DISTRICT #1, OR
 PENINSULA DRAINAGE DISTRICT #2, OR
 PHILOMATH FIRE AND RESCUE, OR
 PILOT ROCK CEMETERY MAINTENANCE DISTRICT
 #5, OR
 PILOT ROCK PARK & RECREATION DISTRICT, OR
 PILOT ROCK R.F.P.D., OR
 PINE EAGLE HEALTH DISTRICT, OR
 PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
 PINE GROVE IRRIGATION DISTRICT, OR
 PINE GROVE WATER DISTRICT-KLAMATH FALLS,
 OR
 PINE GROVE WATER DISTRICT-MAUPIN, OR
 PINE VALLEY CEMETERY DISTRICT, OR
 PINE VALLEY R.F.P.D., OR
 PINWOOD COUNTRY ESTATES SPECIAL ROAD
 DISTRICT, OR
 PIONEER DISTRICT IMPROVEMENT COMPANY, OR
 PISTOL RIVER CEMETERY MAINTENANCE
 DISTRICT, OR
 PISTOL RIVER FIRE DISTRICT, OR
 PLEASANT HILL R.F.P.D., OR
 PLEASANT HOME WATER DISTRICT, OR
 POCAHONTAS MINING AND IRRIGATION DISTRICT,
 OR
 POE VALLEY IMPROVEMENT DISTRICT, OR
 POE VALLEY PARK & RECREATION DISTRICT, OR
 POE VALLEY VECTOR CONTROL DISTRICT, OR
 POLK COUNTY FIRE DISTRICT #1, OR
 POLK S.W.C.D., OR
 POMPADOUR WATER IMPROVEMENT DISTRICT, OR
 PONDEROSA PINES EAST SPECIAL ROAD DISTRICT,
 OR
 PORT OF ALSEA, OR
 PORT OF ARLINGTON, OR
 PORT OF ASTORIA, OR
 PORT OF BANDON, OR
 PORT OF BRANDON, OR
 PORT OF BROOKINGS HARBOR, OR
 PORT OF CASCADE LOCKS, OR
 PORT OF COQUILLE RIVER, OR
 PORT OF GARIBALDI, OR
 PORT OF GOLD BEACH, OR
 PORT OF HOOD RIVER, OR
 PORT OF MORGAN CITY, LA
 PORT OF MORROW, OR
 PORT OF NEHALEM, OR
 PORT OF NEWPORT, OR
 PORT OF PORT ORFORD, OR
 PORT OF PORTLAND, OR
 PORT OF SIUSLAW, OR
 PORT OF ST. HELENS, OR

PORT OF THE DALLES, OR
 PORT OF TILLAMOOK BAY, OR
 PORT OF TOLEDO, OR
 PORT OF UMATILLA, OR
 PORT OF UMPQUA, OR
 PORT ORFORD CEMETERY MAINTENANCE
 DISTRICT, OR
 PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
 PORT ORFORD R.F.P.D., OR
 PORTLAND DEVELOPMENT COMMISSION, OR
 PORTLAND FIRE AND RESCUE
 PORTLAND HOUSING CENTER, OR
 POWDER R.F.P.D., OR
 POWDER RIVER R.F.P.D., OR
 POWDER VALLEY WATER CONTROL DISTRICT, OR
 POWERS HEALTH DISTRICT, OR
 PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
 PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT
 #1, OR
 PROSPECT R.F.P.D., OR
 QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
 QUEENER IRRIGATION IMPROVEMENT DISTRICT,
 OR
 RAINBOW WATER DISTRICT, OR
 RAINIER CEMETERY DISTRICT, OR
 RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
 RALEIGH WATER DISTRICT, OR
 REDMOND AREA PARK & RECREATION DISTRICT,
 OR
 REDMOND FIRE AND RESCUE, OR
 RIDDLE FIRE PROTECTION DISTRICT, OR
 RIDGEWOOD DISTRICT IMPROVEMENT COMPANY,
 OR
 RIDGEWOOD ROAD DISTRICT, OR
 RIETH SANITARY DISTRICT, OR
 RIETH WATER DISTRICT, OR
 RIMROCK WEST IMPROVEMENT DISTRICT, OR
 RINK CREEK WATER DISTRICT, OR
 RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
 RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
 RIVER MEADOWS IMPROVEMENT DISTRICT, OR
 RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
 RIVER ROAD PARK & RECREATION DISTRICT, OR
 RIVER ROAD WATER DISTRICT, OR
 RIVERBEND RIVERBANK WATER IMPROVEMENT
 DISTRICT, OR
 RIVERDALE R.F.P.D. 11-JT, OR
 RIVERGROVE WATER DISTRICT, OR
 RIVERSIDE MISSION WATER CONTROL DISTRICT,
 OR
 RIVERSIDE R.F.P.D. #7-406, OR
 RIVERSIDE WATER DISTRICT, OR
 ROBERTS CREEK WATER DISTRICT, OR
 ROCK CREEK DISTRICT IMPROVEMENT, OR
 ROCK CREEK WATER DISTRICT, OR
 ROCKWOOD WATER P.U.D., OR
 ROCKY POINT FIRE & EMS, OR
 ROGUE RIVER R.F.P.D., OR
 ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
 ROGUE VALLEY SEWER SERVICES, OR
 ROGUE VALLEY SEWER, OR
 ROGUE VALLEY TRANSPORTATION DISTRICT, OR
 ROSEBURG URBAN SANITARY AUTHORITY, OR
 ROSEWOOD ESTATES ROAD DISTRICT, OR
 ROW RIVER VALLEY WATER DISTRICT, OR
 RURAL ROAD ASSESSMENT DISTRICT #3, OR
 RURAL ROAD ASSESSMENT DISTRICT #4, OR
 SAINT LANDRY PARISH TOURIST COMMISSION

SAINT MARY PARISH REC DISTRICT 2
 SAINT MARY PARISH REC DISTRICT 3
 SAINT TAMMANY FIRE DISTRICT 4, LA
 SALEM AREA MASS TRANSIT DISTRICT, OR
 SALEM MASS TRANSIT DISTRICT
 SALEM SUBURBAN R.F.P.D., OR
 SALISHAN SANITARY DISTRICT, OR
 SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
 SALMON RIVER PARK WATER IMPROVEMENT
 DISTRICT, OR
 SALMONBERRY TRAIL INTERGOVERNMENTAL
 AGENCY, OR
 SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
 SANDY DRAINAGE IMPROVEMENT COMPANY, OR
 SANDY R.F.P.D. #72, OR
 SANTA CLARA R.F.P.D., OR
 SANTA CLARA WATER DISTRICT, OR
 SANTIAM WATER CONTROL DISTRICT, OR
 SAUVIE ISLAND DRAINAGE IMPROVEMENT
 COMPANY, OR
 SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J,
 OR
 SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY,
 OR
 SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
 SCAPPOOSE R.F.P.D., OR
 SCIO R.F.P.D., OR
 SCOTTSBURG R.F.P.D., OR
 SEAL ROCK R.F.P.D., OR
 SEAL ROCK WATER DISTRICT, OR
 SEWERAGE AND WATER BOARD OF NEW ORLEANS,
 LA
 SHANGRI-LA WATER DISTRICT, OR
 SHASTA VIEW IRRIGATION DISTRICT, OR
 SHELLEY ROAD CREST ACRES WATER DISTRICT,
 OR
 SHERIDAN FIRE DISTRICT, OR
 SHERMAN COUNTY HEALTH DISTRICT, OR
 SHERMAN COUNTY S.W.C.D., OR
 SHORELINE SANITARY DISTRICT, OR
 SILETZ KEYS SANITARY DISTRICT, OR
 SILETZ R.F.P.D., OR
 SILVER FALLS LIBRARY DISTRICT, OR
 SILVER LAKE IRRIGATION DISTRICT, OR
 SILVER LAKE R.F.P.D., OR
 SILVER SANDS SPECIAL ROAD DISTRICT, OR
 SILVERTON R.F.P.D. NO. 2, OR
 SISTERS PARKS & RECREATION DISTRICT, OR
 SISTERS-CAMP SHERMAN R.F.P.D., OR
 SIUSLAW PUBLIC LIBRARY DISTRICT, OR
 SIUSLAW S.W.C.D., OR
 SIUSLAW VALLEY FIRE AND RESCUE, OR
 SIXES R.F.P.D., OR
 SKIPANON WATER CONTROL DISTRICT, OR
 SKYLINE VIEW DISTRICT IMPROVEMENT
 COMPANY, OR
 SLEEPY HOLLOW WATER DISTRICT, OR
 SMITH DITCH DISTRICT IMPROVEMENT COMPANY,
 OR
 SOUTH CLACKAMAS TRANSPORTATION DISTRICT,
 OR
 SOUTH COUNTY HEALTH DISTRICT, OR
 SOUTH FORK WATER BOARD, OR
 SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
 SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
 SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
 SOUTH LAFOURCHE LEVEE DISTRICT, LA
 SOUTH LANE COUNTY FIRE & RESCUE, OR

SOUTH SANTIAM RIVER WATER CONTROL
 DISTRICT, OR
 SOUTH SHERMAN FIRE DISTRICT, OR
 SOUTH SUBURBAN SANITARY DISTRICT, OR
 SOUTH WASCO PARK & RECREATION DISTRICT, OR
 SOUTHERN COOS HEALTH DISTRICT, OR
 SOUTHERN CURRY CEMETERY MAINTENANCE
 DISTRICT, OR
 SOUTHVIEW IMPROVEMENT DISTRICT, OR
 SOUTHWEST LINCOLN COUNTY WATER DISTRICT,
 OR
 SOUTHWESTERN POLK COUNTY R.F.P.D., OR
 SOUTHWOOD PARK WATER DISTRICT, OR
 SPECIAL ROAD DISTRICT #1, OR
 SPECIAL ROAD DISTRICT #8, OR
 SPRING RIVER SPECIAL ROAD DISTRICT, OR
 SPRINGFIELD UTILITY BOARD, OR
 ST. PAUL R.F.P.D., OR
 STANFIELD CEMETERY DISTRICT #6, OR
 STANFIELD IRRIGATION DISTRICT, OR
 STARR CREEK ROAD DISTRICT, OR
 STARWOOD SANITARY DISTRICT, OR
 STAYTON FIRE DISTRICT, OR
 SUBLIMITY FIRE DISTRICT, OR
 SUBURBAN EAST SALEM WATER DISTRICT, OR
 SUBURBAN LIGHTING DISTRICT, OR
 SUCCOR CREEK DISTRICT IMPROVEMENT
 COMPANY, OR
 SUMMER LAKE IRRIGATION DISTRICT, OR
 SUMMERVILLE CEMETERY MAINTENANCE
 DISTRICT, OR
 SUMNER R.F.P.D., OR
 SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
 SUNDOWN SANITATION DISTRICT, OR
 SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
 SUNNYSIDE IRRIGATION DISTRICT, OR
 SUNRISE WATER AUTHORITY, OR
 SUNRIVER SERVICE DISTRICT, OR
 SUNSET EMPIRE PARK & RECREATION DISTRICT,
 OR
 SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
 SURFLAND ROAD DISTRICT, OR
 SUTHERLIN VALLEY RECREATION DISTRICT, OR
 SUTHERLIN WATER CONTROL DISTRICT, OR
 SWALLEY IRRIGATION DISTRICT, OR
 SWEET HOME CEMETERY MAINTENANCE DISTRICT,
 OR
 SWEET HOME FIRE & AMBULANCE DISTRICT, OR
 SWISSHOME-DEADWOOD R.F.P.D., OR
 TABLE ROCK DISTRICT IMPROVEMENT COMPANY,
 OR
 TALENT IRRIGATION DISTRICT, OR
 TANGENT R.F.P.D., OR
 TENMILE R.F.P.D., OR
 TERREBONNE DOMESTIC WATER DISTRICT, OR
 THE DALLES IRRIGATION DISTRICT, OR
 THOMAS CREEK-WESTSIDE R.F.P.D., OR
 THREE RIVERS RANCH ROAD DISTRICT, OR
 THREE SISTERS IRRIGATION DISTRICT, OR
 TIGARD TUALATIN AQUATIC DISTRICT, OR
 TIGARD WATER DISTRICT, OR
 TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT,
 OR
 TILLAMOOK COUNTY EMERGENCY
 COMMUNICATIONS DISTRICT, OR
 TILLAMOOK COUNTY S.W.C.D., OR
 TILLAMOOK COUNTY TRANSPORTATION DISTRICT,
 OR

TILLAMOOK FIRE DISTRICT, OR
 TILLAMOOK P.U.D., OR
 TILLER R.F.P.D., OR
 TOBIN DITCH DISTRICT IMPROVEMENT COMPANY,
 OR
 TOLEDO R.F.P.D., OR
 TONE WATER DISTRICT, OR
 TOOLEY WATER DISTRICT, OR
 TRASK DRAINAGE DISTRICT, OR
 TRI CITY R.F.P.D. #4, OR
 TRI-CITY WATER & SANITARY AUTHORITY, OR
 TRI-COUNTY METROPOLITAN TRANSPORTATION
 DISTRICT OF OREGON
 TRIMET, OR
 TUALATIN HILLS PARK & RECREATION DISTRICT
 TUALATIN HILLS PARK & RECREATION DISTRICT,
 OR
 TUALATIN S.W.C.D., OR
 TUALATIN VALLEY FIRE & RESCUE
 TUALATIN VALLEY FIRE & RESCUE, OR
 TUALATIN VALLEY IRRIGATION DISTRICT, OR
 TUALATIN VALLEY WATER DISTRICT
 TUALATIN VALLEY WATER DISTRICT, OR
 TUMALO IRRIGATION DISTRICT, OR
 TURNER FIRE DISTRICT, OR
 TWIN ROCKS SANITARY DISTRICT, OR
 TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
 TWO RIVERS S.W.C.D., OR
 TWO RIVERS SPECIAL ROAD DISTRICT, OR
 TYGH VALLEY R.F.P.D., OR
 TYGH VALLEY WATER DISTRICT, OR
 UMATILLA COUNTY FIRE DISTRICT #1, OR
 UMATILLA COUNTY S.W.C.D., OR
 UMATILLA COUNTY SPECIAL LIBRARY DISTRICT,
 OR
 UMATILLA HOSPITAL DISTRICT, OR
 UMATILLA R.F.P.D. #7-405, OR
 UMATILLA-MORROW RADIO AND DATA DISTRICT,
 OR
 UMPQUA S.W.C.D., OR
 UNION CEMETERY MAINTENANCE DISTRICT, OR
 UNION COUNTY SOLID WASTE DISPOSAL DISTRICT,
 OR
 UNION COUNTY VECTOR CONTROL DISTRICT, OR
 UNION GAP SANITARY DISTRICT, OR
 UNION GAP WATER DISTRICT, OR
 UNION HEALTH DISTRICT, OR
 UNION R.F.P.D., OR
 UNION S.W.C.D., OR
 UNITY COMMUNITY PARK & RECREATION
 DISTRICT, OR
 UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
 UPPER MCKENZIE R.F.P.D., OR
 UPPER WILLAMETTE S.W.C.D., OR
 VALE OREGON IRRIGATION DISTRICT, OR
 VALE RURAL FIRE PROTECTION DISTRICT, OR
 VALLEY ACRES SPECIAL ROAD DISTRICT, OR
 VALLEY VIEW CEMETERY MAINTENANCE
 DISTRICT, OR
 VALLEY VIEW WATER DISTRICT, OR
 VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
 VERNONIA R.F.P.D., OR
 VINEYARD MOUNTAIN PARK & RECREATION
 DISTRICT, OR
 VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT,
 OR
 WALLA WALLA RIVER IRRIGATION DISTRICT, OR
 WALLOWA COUNTY HEALTH CARE DISTRICT, OR

WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
 WALLOWA LAKE IRRIGATION DISTRICT, OR
 WALLOWA LAKE R.F.P.D., OR
 WALLOWA S.W.C.D., OR
 WALLOWA VALLEY IMPROVEMENT DISTRICT #1,
 OR
 WAMIC R.F.P.D., OR
 WAMIC WATER & SANITARY AUTHORITY, OR
 WARMSPRINGS IRRIGATION DISTRICT, OR
 WASCO COUNTY S.W.C.D., OR
 WATER ENVIRONMENT SERVICES, OR
 WATER WONDERLAND IMPROVEMENT DISTRICT,
 OR
 WATERBURY & ALLEN DITCH IMPROVEMENT
 DISTRICT, OR
 WATSECO-BARVIEW WATER DISTRICT, OR
 WAUNA WATER DISTRICT, OR
 WEDDERBURN SANITARY DISTRICT, OR
 WEST EAGLE VALLEY WATER CONTROL DISTRICT,
 OR
 WEST EXTENSION IRRIGATION DISTRICT, OR
 WEST LABISH DRAINAGE & WATER CONTROL
 IMPROVEMENT DISTRICT, OR
 WEST MULTNOMAH S.W.C.D., OR
 WEST SIDE R.F.P.D., OR
 WEST SLOPE WATER DISTRICT, OR
 WEST UMATILLA MOSQUITO CONTROL DISTRICT,
 OR
 WEST VALLEY FIRE DISTRICT, OR
 WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
 WESTERN LANE AMBULANCE DISTRICT, OR
 WESTLAND IRRIGATION DISTRICT, OR
 WESTON ATHENA MEMORIAL HALL PARK &
 RECREATION DISTRICT, OR
 WESTON CEMETERY DISTRICT #2, OR
 WESTPORT FIRE AND RESCUE, OR
 WESTRIDGE WATER SUPPLY CORPORATION, OR
 WESTWOOD HILLS ROAD DISTRICT, OR
 WESTWOOD VILLAGE ROAD DISTRICT, OR
 WHEELER S.W.C.D., OR
 WHITE RIVER HEALTH DISTRICT, OR
 WIARD MEMORIAL PARK DISTRICT, OR
 WICKIUP WATER DISTRICT, OR
 WILLAKENZIE R.F.P.D., OR
 WILLAMALANE PARK & RECREATION DISTRICT, OR
 WILLAMALANE PARK AND RECREATION DISTRICT
 WILLAMETTE HUMANE SOCIETY
 WILLAMETTE RIVER WATER COALITION, OR
 WILLIAMS R.F.P.D., OR
 WILLOW CREEK PARK DISTRICT, OR
 WILLOW DALE WATER DISTRICT, OR
 WILSON RIVER WATER DISTRICT, OR
 WINCHESTER BAY R.F.P.D., OR
 WINCHESTER BAY SANITARY DISTRICT, OR
 WINCHUCK R.F.P.D., OR
 WINSTON-DILLARD R.F.P.D., OR
 WINSTON-DILLARD WATER DISTRICT, OR
 WOLF CREEK R.F.P.D., OR
 WOOD RIVER DISTRICT IMPROVEMENT COMPANY,
 OR
 WOODBURN R.F.P.D. NO. 6, OR
 WOODLAND PARK SPECIAL ROAD DISTRICT, OR
 WOODS ROAD DISTRICT, OR
 WRIGHT CREEK ROAD WATER IMPROVEMENT
 DISTRICT, OR
 WY'EST FIRE DISTRICT, OR
 YACHATS R.F.P.D., OR
 YAMHILL COUNTY TRANSIT AREA, OR

YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT,
OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
SALEM-KEIZER PUBLIC SCHOOLS 24J
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL

MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE
DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE
DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE
(AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS &
MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY
(BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT

DAVINCI ACADEMY, UT
 DAVIS DISTRICT, UT
 DUAL IMMERSION ACADEMY, UT
 DUCHESNE SCHOOL DISTRICT, UT
 EARLY LIGHT ACADEMY AT DAYBREAK, UT
 EAST HOLLYWOOD HIGH, UT
 EDITH BOWEN LABORATORY SCHOOL, UT
 EMERSON ALCOTT ACADEMY, UT
 EMERY SCHOOL DISTRICT, UT
 ENTHEOS ACADEMY, UT
 EXCELSIOR ACADEMY, UT
 FAST FORWARD HIGH, UT
 FREEDOM ACADEMY, UT
 GARFIELD SCHOOL DISTRICT, UT
 GATEWAY PREPARATORY ACADEMY, UT
 GEORGE WASHINGTON ACADEMY, UT
 GOOD FOUNDATION ACADEMY, UT
 GRAND SCHOOL DISTRICT, UT
 GRANITE DISTRICT, UT
 GUADALUPE SCHOOL, UT
 HAWTHORN ACADEMY, UT
 INTECH COLLEGIATE HIGH SCHOOL, UT
 IRON SCHOOL DISTRICT, UT
 ITINERIS EARLY COLLEGE HIGH, UT
 JOHN HANCOCK CHARTER SCHOOL, UT
 JORDAN DISTRICT, UT
 JUAB SCHOOL DISTRICT, UT
 KANE SCHOOL DISTRICT, UT
 KARL G MAESER PREPARATORY ACADEMY, UT
 LAKEVIEW ACADEMY, UT
 LEGACY PREPARATORY ACADEMY, UT
 LIBERTY ACADEMY, UT
 LINCOLN ACADEMY, UT
 LOGAN SCHOOL DISTRICT, UT
 MARIA MONTESSORI ACADEMY, UT
 MERIT COLLEGE PREPARATORY ACADEMY, UT
 MILLARD SCHOOL DISTRICT, UT
 MOAB CHARTER SCHOOL, UT
 MONTICELLO ACADEMY, UT
 MORGAN SCHOOL DISTRICT, UT
 MOUNTAINVILLE ACADEMY, UT
 MURRAY SCHOOL DISTRICT, UT
 NAVIGATOR POINTE ACADEMY, UT
 NEBO SCHOOL DISTRICT, UT
 NO UT ACAD FOR MATH ENGINEERING & SCIENCE
 (NUAMES), UT
 NOAH WEBSTER ACADEMY, UT
 NORTH DAVIS PREPARATORY ACADEMY, UT
 NORTH SANPETE SCHOOL DISTRICT, UT
 NORTH STAR ACADEMY, UT
 NORTH SUMMIT SCHOOL DISTRICT, UT
 ODYSSEY CHARTER SCHOOL, UT
 OGDEN PREPARATORY ACADEMY, UT
 OGDEN SCHOOL DISTRICT, UT
 OPEN CLASSROOM, UT
 OPEN HIGH SCHOOL OF UTAH, UT
 OQUIRH MOUNTAIN CHARTER SCHOOL, UT
 PARADIGM HIGH SCHOOL, UT
 PARK CITY SCHOOL DISTRICT, UT
 PINNACLE CANYON ACADEMY, UT
 PIUTE SCHOOL DISTRICT, UT
 PROVIDENCE HALL, UT
 PROVO SCHOOL DISTRICT, UT
 QUAIL RUN PRIMARY SCHOOL, UT
 QUEST ACADEMY, UT
 RANCHES ACADEMY, UT
 REAGAN ACADEMY, UT
 RENAISSANCE ACADEMY, UT

RICH SCHOOL DISTRICT, UT
 ROCKWELL CHARTER HIGH SCHOOL, UT
 SALT LAKE ARTS ACADEMY, UT
 SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
 SALT LAKE SCHOOL DISTRICT, UT
 SALT LAKE SCHOOL FOR THE PERFORMING ARTS,
 UT
 SAN JUAN SCHOOL DISTRICT, UT
 SEVIER SCHOOL DISTRICT, UT
 SOLDIER HOLLOW CHARTER SCHOOL, UT
 SOUTH SANPETE SCHOOL DISTRICT, UT
 SOUTH SUMMIT SCHOOL DISTRICT, UT
 SPECTRUM ACADEMY, UT
 SUCCESS ACADEMY, UT
 SUCCESS SCHOOL, UT
 SUMMIT ACADEMY, UT
 SUMMIT ACADEMY HIGH SCHOOL, UT
 SYRACUSE ARTS ACADEMY, UT
 THOMAS EDISON - NORTH, UT
 TIMPANOGOS ACADEMY, UT
 TINTIC SCHOOL DISTRICT, UT
 TOOEELE SCHOOL DISTRICT, UT
 TUACAHN HIGH SCHOOL FOR THE PERFORMING
 ARTS, UT
 UINTAH RIVER HIGH, UT
 UINTAH SCHOOL DISTRICT, UT
 UTAH CONNECTIONS ACADEMY, UT
 UTAH COUNTY ACADEMY OF SCIENCE, UT
 UTAH ELECTRONIC HIGH SCHOOL, UT
 UTAH SCHOOLS FOR DEAF & BLIND, UT
 UTAH STATE OFFICE OF EDUCATION, UT
 UTAH VIRTUAL ACADEMY, UT
 VENTURE ACADEMY, UT
 VISTA AT ENTRADA SCHOOL OF PERFORMING
 ARTS AND TECHNOLOGY, UT
 WALDEN SCHOOL OF LIBERAL ARTS, UT
 WASATCH PEAK ACADEMY, UT
 WASATCH SCHOOL DISTRICT, UT
 WASHINGTON SCHOOL DISTRICT, UT
 WAYNE SCHOOL DISTRICT, UT
 WEBER SCHOOL DISTRICT, UT
 WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
 BATON ROUGE COMMUNITY COLLEGE, LA
 BIRTHINGWAY COLLEGE OF MIDWIFERY
 BLUE MOUNTAIN COMMUNITY COLLEGE
 BRIGHAM YOUNG UNIVERSITY - HAWAII
 CENTRAL OREGON COMMUNITY COLLEGE
 CENTENARY COLLEGE OF LOUISIANA
 CHEMEKETA COMMUNITY COLLEGE
 CLACKAMAS COMMUNITY COLLEGE
 COLLEGE OF THE MARSHALL ISLANDS
 COLUMBIA GORGE COMMUNITY COLLEGE
 CONCORDIA UNIVERSITY
 GEORGE FOX UNIVERSITY
 KLAMATH COMMUNITY COLLEGE DISTRICT
 LANE COMMUNITY COLLEGE
 LEWIS AND CLARK COLLEGE
 LINFIELD COLLEGE
 LINN-BENTON COMMUNITY COLLEGE
 LOUISIANA COLLEGE, LA
 LOUISIANA STATE UNIVERSITY
 LOUISIANA STATE UNIVERSITY HEALTH SERVICES
 MARYLHURST UNIVERSITY
 MT. HOOD COMMUNITY COLLEGE
 MULTNOMAH BIBLE COLLEGE

NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF
HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON
UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY
COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH

STATE DEPARTMENT OF DEFENSE, STATE OF
HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT
ATTORNEY
STATE OF UTAH

University of Nebraska Pricing

Pricing provided on National Pricing sheets must be used to determine pricing provided for University of Nebraska items and will be verified.

Item	U/M	Description	Vendor ID/ Part Number	Sizes Available	Unit Weekly Rental Cost (Cost for 1)	Unit Weekly Rental Cost for Extended Sizes (Cost for 1)	Rental Cost for 11 Regular Sizes (Unit Weekly Rental Cost x 11)	Rental Cost for 11 Extended Sizes (Unit Weekly Rental Cost x 11)	Purchase Unit Cost	Estimated Usage per Year
1.	PR	Coveralls, 65% Polyester - 35% Cotton, Long Sleeve, 2 breast pockets, zipper. Colors: Dark Blue, Orange, Light Blue.					0	0		1
2.	PR	Coveralls, 65% Polyester - 35% Cotton, Short Sleeve, 2 breast pockets, zipper. Colors: Dark Blue Orange.					0	0		1
3.	PR	Coveralls, 100% Cotton, Long Sleeve, 2 breast pockets, zipper. Colors: Dark Blue, Orange, Light Blue.					0	0		1
4.	PR	Coveralls, 100% Cotton, Short Sleeve, 2 breast pockets, zipper. Colors: Dark Blue, Orange, Light Blue.					0	0		1
5.	EA	Shirts, 65% Polyester - 35% Cotton, Long Sleeve, 7 button closure with top button snap, 2 breast pockets with button down flaps, Men's and Women's Styles. Colors: Light Blue, White, Navy Blue, Postman Blue, Forest Green, Orange, Khaki, Gray w/Red & White Stripes, Light Gray.					0	0		1
6.	EA	Shirts, 65% Polyester - 35% Cotton, Short Sleeve, 7 button closure with top button snap, 2 breast pockets with button down flaps, Men's and Women's Styles. Colors: Light Blue, White, Navy Blue, Postman Blue, Forest Green, Orange, Khaki, Gray w/Red & White Stripes, Light Gray.					0	0		1
7.	EA	Shirts, 100% Cotton, Long Sleeve, 7 button closure with top snap, 2 breast pockets with button down flaps, Men's and Women's Styles. Colors: White, Light Blue with Dark Blue Pinstripes, Khaki, Light Blue, Light Gray, Traffic Orange.					0	0		1
8.	EA	Shirts, 100% Cotton, Short Sleeve, 7 button closure with top snap, 2 breast pockets with button down flaps, Men's and Women's Styles. Colors: White, Light Blue with Dark Blue Pinstripes, Khaki, Light Blue, Light Gray, Navy Blue, Postman Blue, Forest Green, Traffic Orange.					0	0		1
9.	EA	Shirts, Polo, 100% Spun Polyester Knit pizue, hemmed sleeve, no curl collar, soil release, moisture management, 3 tortoiseshell type buttons. Colors: Determined upon award.					0	0		1

University of Nebraska Pricing

Pricing provided on National Pricing sheets must be used to determine pricing provided for University of Nebraska items and will be verified.

Item	U/M	Description	Vendor ID/ Part Number	Sizes Available	Unit Weekly Rental Cost (Cost for 1)	Unit Weekly Rental Cost for Extended Sizes (Cost for 1)	Rental Cost for 11 Regular Sizes (Unit Weekly Rental Cost x 11)	Rental Cost for 11 Extended Sizes (Unit Weekly Rental Cost x 11)	Purchase Unit Cost	Estimated Usage per Year
10.	EA	Shirts, Polo, 50% Polyester - 50% Cotton, Long Sleeve. Colors: Determined upon award.					0	0		3068
11.	EA	Shirts, Polo, 50% Polyester - 50% Cotton, Short Sleeve. Colors: Determined upon award.					0	0		1
12.	EA	Jacket, Industrial, Zipper Closure. Colors: Dark Blue, Hunter Green.					0	0		1
13.	PR	Pants, 65% Polyester - 35% Cotton, perma press, zipper fly with button closure, 4 lined pockets, five (5) 1-1/2" belt loops. Men's and Women's (women's elastic waist shall be optional). Colors: Dark Blue, Hunter Green, Charcoal, additional colors determined upon award.					0	0		1
14.	PR	Pants, 100% Heavyweight Denim Cotton, two (2) lined 6" deep front pockets, 2 rear lined pockets, 1 watch pocket, seven (7) 2" belt loops, pre-washed/shrunk, zipper fly with metal post closure, Dickies or equal, Men's and Women's styles (women's elastic waist shall be optional). Colors: Dark blue, Hunter Green, Charcoal.					0	0		1
15.	PR	Pant, Painters, 100% Cotton. Color: White.					0	0		1
16.	EA	Lab Coat, Industrial, 65% Polyester, 35% Cotton, Long Sleeve, 2 pockets, button down. Color: White.					0	0		3100
17.	EA	Patches - University Seal, Cloth, 4" Diameter, stiff backing, sewn onto left shoulder of all shirts and coveralls.	ONE-TIME COST				0	0		1
18.	EA	Patches - Department Logos, cloth, 3" Diameter, stiff backing, sewn onto right shoulder of all shirts and coveralls.	ONE-TIME COST				0	0		1
19.	EA	Patches - Park & Recreation, Cloth, 6-1/4" x 4", white background and green lettering and embroidered design per attached example, sewn on left sleeve of shirts and jackets.	ONE-TIME COST				0	0		1
20.	EA	Patches - Name, Cloth, 1-1/2" x 3-1/2", stiff backing. Sewn approximately 3/4" above wearer's left pocket of all shirts and coveralls.	ONE-TIME COST				0	0		1
21.	EA	Bath Towels, Absorbent, white, cotton, loop weave, approximately 20" x 40".					0	0		1

University of Nebraska Pricing

Pricing provided on National Pricing sheets must be used to determine pricing provided for University of Nebraska items and will be verified.

Item	U/M	Description	Vendor ID/ Part Number	Sizes Available	Unit Weekly Rental Cost (Cost for 1)	Unit Weekly Rental Cost for Extended Sizes (Cost for 1)	Rental Cost for 11 Regular Sizes (Unit Weekly Rental Cost x 11)	Rental Cost for 11 Extended Sizes (Unit Weekly Rental Cost x 11)	Purchase Unit Cost	Estimated Usage per Year
22.	EA	Dish Towels, White Cotton or Microfiber, approximately 12" x 20".					0	0		1
23.	EA	Shop Towel, Standard, Reusable Industrial, 100% cotton, minimum 15" x 17", orange, free of metal cuttings or shavings.					0	0		169660
24.	EA	Floor Mats, 3' x 4', rubberized backing, good quality, black, gray or brown.					0	0		1
25.	EA	Floor Mats, 3' x 5', rubberized backing, good quality, dark blue or black, grey or brown.					0	0		117
26.	EA	Floor Mats, 3' x 10', rubberized backing, good quality, dark blue or black, grey or brown.					0	0		1147
27.	EA	Floor Mats, 4' x 6', rubberized backing, good quality, dark blue, black, mocha, grey or brown.					0	0		390
28.	EA	Anti -Fatigue Mats, 2 ½' x 3', nitrile rubber, black.					0	0		1
29.	EA	Scraper Mats, 3' x 5', skid resistant, black					0	0		1
30.	EA	Safety Mats, 3' x 5'					0	0		1
31.	EA	Flow-Thru Shower Mat, 3' x 5', rubber, slip resistant, black.					0	0		1
32.	EA	Prep charges per shirt, coveralls and jacket for removal and reapplication of patches & emblems to garment based on size, color change, or from short sleeve to long sleeve garment permitted one-time per year per employee.	ONE-TIME COST				0	0		N/A
GRAND TOTAL:										

University of Nebraska Pricing - University Owned

	U/M	Description	Unit Cost	Extension	Estimated Usage per Year
	EA	Weekly laundering of University-Owned Jacket, if required.	\$	\$	1
	EA	Weekly laundering of University-Owner Safety Vests, if required.	\$	\$	1
	EA	Application/Sewing of University-Provided Patches to Contractor-furnished clothing , if required.	\$	\$	1

University of Nebraska Pricing - Mats

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-50 mats = X% off each mat; 51-300 mats = X% off each mat, etc.

	Rental with Weekly Delivery <i>indicate if Rental is not available in a category with "n/a"</i>	Purchase <i>indicate if Purchase is not available in a category with "n/a"</i>	Estimated Usage Per Year
Anti - Fatigue Mats			1
Scraper Mats			1147
Safety Mats			1
Flow - Thru Shower Mats			1
Bar Mats			1
List other product categories not listed above and their corresponding discount			

University of Nebraska - Towels & Linens

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 cloths = X% off each cloth; 101-300 cloths = X% off each cloth, etc.

	Rental with Weekly Delivery <i>indicate if Rental is not available in a category with "n/a"</i>	Purchase <i>indicate if Purchase is not available in a category with "n/a"</i>	Estimated Usage Per Year
Table Linens & Napkins			1
Bed Linens			1
Towels and Wiping Cloths			1
Industrial Towels			1
Towel Cans			1
List other product categories not listed above and their corresponding discount			

University of Nebraska Pricing - Mops

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 mops = X% off each mop; 101-300 mops = X% off each mop, etc.

	Rental with Weekly Delivery <i>indicate if Rental is not available in a category with "n/a"</i>	Purchase <i>indicate if Purchase is not available in a category with "n/a"</i>	Estimated Usage per Year
Treated Dust Mops			1
Wet Mops			1
Handles for Mops			1
List other product categories not listed above and their corresponding discount			

University of Nebraska Pricing - Safety Supplies

Description	U/M	Unit Cost	Make/Model of Quote Item	Estimated Usage Per Year
Heavy Duty Soap Scrub Service - 1000 mL	EA	\$		1
Moisturizing Soap Refill - 1000 mL	EA	\$		1
Antibacterial Gel Soap Service - 1000 mL	EA	\$		1
Lens/Screen Pads 100/BX	EA	\$		2
Burn Relief Packet/6PK	BAG	\$		1
Woundseal Pour Pack (2)	EA	\$		2
Allergy Relief Tablet Med	BX	\$		4
Aleve Small	BAG	\$		1
Dayquil Severe Small	BAG	\$		1
Mucinex Small	BAG	\$		1
Ibuprofen Tabs Small	BX	\$		1
Ibuprofen Tabs Medium	BX	\$		1
Ibuprofen Tabs Large	BX	\$		1
Cold Relief Max/Str Small	BX	\$		1
Cold Relief Max/Str Medium	BX	\$		1
Liquid Bandage Small	BAG	\$		1
Tweezers, Metal IND/3PK	PAC	\$		2
Hand Sanitizer Small	BAG	\$		1
Eyewash, 1/2oz medium	BX	\$		1
Glucose, Small	PAC	\$		1
Lipaid, Small	BAG	\$		1
Biofreeze Muscle Relief, Small	BAG	\$		1
Anti-Diarrheal Caplets, Small	BX	\$		1
X-Long Bandage Medium	BX	\$		1
Cool & Soothe 6/BOX	BX	\$		1
Pain Away X-Strength Small	BAG	\$		1
Waterproof Clear Strips	BX	\$		1
Elastic Strip Medium	BX	\$		1
Aspirin Org St, 50 CT	BX	\$		1
Thera Tears Small	PAC	\$		1
Triple Antibiotic Ointment Medium	BX	\$		1
Large Patch 2"x3", Medium	BX	\$		1

University of Nebraska Pricing - Category & Other Discounts

Category	Discount (% from published /book rate)	Verifiable Published Price List ID	Comments
Uniform Rental			
Uniform Leasing			
Uniform Purchase			
Shoe Purchase			
Mat/Mop Rental			
Mat/Mop Leasing			
Mat/Mop Purchase			
Restroom Supplies			
Restroom Services			
Deep Cleaning Services			
First Aid/Safety Supplies			
AEDs			
Fire Protection Services			
Promotional Products			
Miscellaneous			
Other			
Additoinal Discounts Offered			
Volume Discount			
Ecommerce Rebate			
Sole Vendor Dicsount			
Other			

University of Nebraska Pricing - Miscellaneous

State percentage discounts off for the following.

Percentage Discount off the published retail price guide(s) offered for all other items not specifically listed in the Pricing Workbook.

Catalog(s) Name: _____

Catalog(s) Name: _____

Online Catalog Website: _____

Agency Owned Garment - Contractor Laundered

Custom embroidering of logos and/or names

Preparation charges per garment for removal and application of new patches and emblems on the same garment, heat sealed or sewn.

Removal of patches and emblems from one garment and reapplication on a different garment, heat sealed or sewn.

Application of a new patch or emblem to a garment, heat sealed or sewn.

Seasonal uniform change per garment (e.g. change one shirt from long sleeve to short sleeve)

Uniform color change per garment (e.g. change one shirt from grey to blue)

Steam Tunneling garments

Pressing of garments

Garment Loss Protection Program

Provide a list of services (and their corresponding fee) to be made available to Contract users not specifically listed elsewhere:

Describe turnaround time and delivery requirements. Define any additional charges for delivery such as excessive deliveries or remote locations and state additional fees for these types of deliveries.

--

One of the goals of a national contract is to allow agencies to easily audit the price they are paying under a contract. Describe how users across the nation will be able to determine their pricing (including the provision of uniforms or other products, delivery, laundering, repair and maintenance) under the national contract using the information contained within the pricing workbook. Describe any regional pricing differences or other factors that will influence an agency's price.

Describe how rental uniforms are amortized and how Replacement Charges are calculated.

Describe how emergency requests for uniforms are handled.

Items not specifically listed in catalogs are available under the contract as "specialty items."

National Pricing - Uniforms

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-5,000 shirts = X% off each shirt; 5,001-10,000 shirts = X% off each shirt, etc.

	Rental with Weekly Delivery <i>indicate if Rental is not available in a category with "n/a"</i>		Purchase <i>indicate if Purchase is not available in a category with "n/a"</i>	
	Regular Size	Extended Size	Regular Size	Extended Size
Industrial Wear				
Belts				
Coveralls				
Jackets				
Pants				
Shirts				
Shorts				
Safety and Protective Wear (including Flame Resistant clothing)				
Belts				
Coveralls				
Jackets				
Pants				
Shirts				
Arc Suit				
Vests				
Caps and Headwear				

Corporate Casual Wear				
Accessories				
Belts				
Dresses				
Jackets				
Pants				
Polo's and T-shirts				
Sweatshirts				
Shirts				
Skirts				
Slacks				
Sweaters				
Vests				
Executive Wear				
Accessories				
Belts				
Blazers				
Blouses/Tops				
Dresses				
Jackets				
Neckwear				
Pants				
Shirts				

Skirts				
Slacks				
Sweaters				
Vests				
Healthcare				
Lab Coats				
Scrubs, top				
Scrubs, pant				
Chef and Kitchen Wear				
Aprons				
Caps and Headwear				
Chef Coats				
Neckwear				
Chef Pants				
Shirts				
Food Service				
Aprons				
Belts				
Blouses/Tops				
Caps and Headwear				
Shirts				
Pants				
Shorts				

Skirts				
Housekeeping				
Aprons				
Dresses				
Pants				
Shirts & Tunics				
Outerwear				
Caps and Headwear				
Coats				
Gloves				
Jackets				
Sweat Shirts				
Swimwear				
<i>Other:</i>				
Laundry Racks				
<i>List other product categories not listed above and their corresponding discount</i>				

State the name of the Price List from which discounts shall be taken: _____

Submit instructions on accessing your on-line Price List or Catalog with your proposal.

National Pricing - Mats

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-50 mats = X% off each mat; 51-300 mats = X% off each mat, etc.

	Rental with Weekly Delivery <i>indicate if Rental is not available in a category with "n/a"</i>	Purchase <i>indicate if Purchase is not available in a category with "n/a"</i>
Anti - Fatigue Mats		
Scraper Mats		
Safety Mats		
Flow - Thru Shower Mats		
Bar Mats		
List other product categories not listed above and their corresponding discount		

National Pricing - Mops

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 mops = X% off each mop; 101-300 mops = X% off each mop, etc.

	Rental with Weekly Delivery <i>indicate if Rental is not available in a category with "n/a"</i>	Purchase <i>indicate if Purchase is not available in a category with "n/a"</i>
Treated Dust Mops		
Wet Mops		
Handles for Mops		
List other product categories not listed above and their corresponding discount		

National Pricing - Towels & Linens

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 cloths = X% off each cloth; 101-300 cloths = X% off each cloth, etc.

	Rental with Weekly Delivery <i>indicate if Rental is not available in a category with "n/a"</i>	Purchase <i>indicate if Purchase is not available in a category with "n/a"</i>
Table Linens & Napkins		
Bed Linens		
Towels and Wiping Cloths		
Industrial Towels		
Towel Cans		
List other product categories not listed above and their corresponding discount		

National Pricing - Safety Supplies

Description	U/M	Unit Cost	Make/Model of Quote Item
Heavy Duty Soap Scrub Service - 1000 mL	EA	\$	
Moisturizing Soap Refill - 1000 mL	EA	\$	
Antibacterial Gel Soap Service - 1000 mL	EA	\$	
Lens/Screen Pads 100/BX	EA	\$	
Burn Relief Packet/6PK	BAG	\$	
Woundseal Pour Pack (2)	EA	\$	
Allergy Relief Tablet Med	BX	\$	
Aleve Small	BAG	\$	
Dayquil Severe Small	BAG	\$	
Mucinex Small	BAG	\$	
Ibuprofen Tabs Small	BX	\$	
Ibuprofen Tabs Medium	BX	\$	
Ibuprofen Tabs Large	BX	\$	
Cold Relief Max/Str Small	BX	\$	
Cold Relief Max/Str Medium	BX	\$	
Liquid Bandage Small	BAG	\$	
Tweezers, Metal IND/3PK	PAC	\$	
Hand Sanitizer Small	BAG	\$	
Eyewash, 1/2oz medium	BX	\$	
Glucose, Small	PAC	\$	
Lipaid, Small	BAG	\$	
Biofreeze Muscle Relief, Small	BAG	\$	
Anti-Diarrheal Caplets, Small	BX	\$	
X-Long Bandage Medium	BX	\$	
Cool & Soothe 6/BOX	BX	\$	
Pain Away X-Strength Small	BAG	\$	
Waterproof Clear Strips	BX	\$	
Elastic Strip Medium	BX	\$	
Aspirin Org St, 50 CT	BX	\$	
Thera Tears Small	PAC	\$	
Triple Antibiotic Ointment Medium	BX	\$	
Large Patch 2"x3", Medium	BX	\$	

National Pricing - Category & Other Discounts

Category	Discount (% from published /book rate)	Verifiable Published Price List ID	Comments
Uniform Rental			
Uniform Leasing			
Uniform Purchase			
Shoe Purchase			
Mat/Mop Rental			
Mat/Mop Leasing			
Mat/Mop Purchase			
Restroom Supplies			
Restroom Services			
Deep Cleaning Services			
First Aid/Safety Supplies			
AEDs			
Fire Protection Services			
Promotional Products			
Miscellaneous			
Other			
Additoinal Discounts Offered			
Volume Discount			
Ecommerce Rebate			
Sole Vendor Discount			
Other			

National Pricing - Miscellaneous

State percentage discounts off for the following.

Percentage Discount off the published retail price guide(s) offered for all other items not specifically listed in the Pricing Workbook.	
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Catalog(s) Name: _____

Catalog(s) Name: _____

Online Catalog Website: _____

Agency Owned Garment - Contractor Laundered	
Custom embroidering of logos and/or names	
Preparation charges per garment for removal and application of new patches and emblems on the same garment, heat sealed or sewn.	
Removal of patches and emblems from one garment and reapplication on a different garment, heat sealed or sewn.	
Application of a new patch or emblem to a garment, heat sealed or sewn.	
Seasonal uniform change per garment (e.g. change one shirt from long sleeve to short sleeve)	
Uniform color change per garment (e.g. change one shirt from grey to blue)	
Steam Tunneling garments	
Pressing of garments	
Garment Loss Protection Program	

Provide a list of services (and their corresponding fee) to be made available to Contract users not specifically listed elsewhere:

Describe turnaround time and delivery requirements. Define any additional charges for delivery such as excessive deliveries or remote locations and state additional fees for these types of deliveries.

--

One of the goals of a national contract is to allow agencies to easily audit the price they are paying under a contract. Describe how users across the nation will be able to determine their pricing (including the provision of uniforms or other products, delivery, laundering, repair and maintenance) under the national contract using the information contained within the pricing workbook. Describe any regional pricing differences or other factors that will influence an agency's price.

Describe how rental uniforms are amortized and how Replacement Charges are calculated.

Describe how emergency requests for uniforms are handled.

Items not specifically listed in catalogs are available under the contract as "specialty items."

CONTRACT ADDENDUM

CONTRACT # 001299 - 01
CONTRACT ADDENDUM NUMBER: ONE (1)
PAGE 1 of 1
SENIOR VP | CFO: CHRIS KABOUREK

WORKPLACE SOLUTIONS THE UNIVERSITY OF NEBRASKA

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): PRICE ADJSUTMENT

In accordance with University of Nebraska/OMNIA Partners Public Sector Contract with Cintas Corporation #2 Workplace Solutions Contract # 001299, Section #29 Pricing and Annual Price Negotiations, the University of Nebraska hereby authorizes a price adjustment of 3% to all contracted items effective June 1, 2024. All non-contracted items are subject to the price adjustment and are priced pursuant to the structure detailed in the Master Contract # 001299.

END OF ADDENDUM ITEMS

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

Board of Regents of the University of Nebraska

Signature: Chris Kabourek

Printed Name: Chris Kabourek

Title: Interim President

Date: 05/16/24 | 08:48 CDT



05/16/24 | 08:39 CDT

Cintas Corporation No. 2

Signature: 

Printed Name: Ryan Duncan

Title: Major Account Manager

Date: 05/16/24 | 08:41 CDT



WORKPLACE SOLUTIONS
Executive Summary

Lead Agency: University of Nebraska

Solicitation: 3702-22-4618

RFP Issued: November 3, 2022

Pre-Proposal Date: November 16, 2022

Response Due Date: December 20, 2022

Proposals Received: #1

Awarded to: Cintas Corporation No. 2

The University of Nebraska issued RFP 3702-22-4618 on November 3, 2022, to establish a national cooperative contract for Workplace Solutions.

The solicitation included cooperative purchasing language in the **Introduction/Background, National Contract:** *“The Board of Regents of the University of Nebraska, as the Principal Procurement Agency, defined in ATTACHMENT A, has partnered with OMNIA Partners, Public Sector (“OMNIA Partners”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The University of Nebraska is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on ATTACHMENT A, or as otherwise agreed to. ATTACHMENT A contains additional information about OMNIA Partners and the cooperative purchasing program.”*

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- The University of Nebraska website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino County Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald-News – Will County (IL)
- The Advocate – New Orleans, LA
- The New Jersey Herald, NJ
- Albany Times Union, NY
- Daily Journal of Commerce, OR

- The State, SC
- Deseret News, UT
- Richmond Times-Dispatch, VA
- Seattle Daily Journal of Commerce, WA
- Houston Community Newspapers, TX
- Helena Independent Record, MT
- Las Vegas Review-Journal and/or Las Vegas Sun
- Kennebec Journal/Morning Sentinel, ME

Socio-economic Outreach: To encourage participation of small businesses, minority owned businesses and women owned businesses, Historically Underutilized Businesses were notified of the solicitation.

On December 20, 2022 proposals were received from the following offerors:

- Cintas Corporation No. 2

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, a market basket analysis was conducted, with price being the primary factor. The committee elected to enter into negotiations with Cintas Corporation No. 2 and proceeding with contract award upon successful completion of negotiations.

The University of Nebraska, OMNIA Partners and Cintas Corporation No. 2 successfully negotiated a contract, and the University of Nebraska executed the agreement with a contract effective date of June 1, 2023.

Geographic Preferences: No geographic preferences were included in the evaluation of the responses.

Contract includes:

- Uniforms – Rental, Purchase, Lease
- Floor Mats, Mops, Towels & Linens – Rental, Purchase, Lease
- Restroom Supplies
- First Aid and Safety Supplies, AEDs
- Fire Protection Services, Promotional Products
- Promotional Products

Federal Funds: Cintas Corporation No. 2 provided federal funds certifications which are available on the OMNIA Partners website for review.

Term:

Initial five-year agreement from June 1, 2023 through May 31, 2028 with the option to renew for one additional five-year period through May 31, 2033.

Pricing/Discount: Unit pricing sheet available upon request

CITY COUNCIL AGENDA ITEM

Memo Date: February 11, 2025
Agenda Date: February 25, 2025
File ID: 2025-136
Prepared By: Gail Bantugan, Leisure Services Manager
Through: Samantha Senger, Communications & Economic Development Director
Requested Action: Approve the requested date change and a new street closure outside the CBD.

BACKGROUND:

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

Original Date:

Space Coast Duathlon, Sunday, March 2nd, 2025 (2:00am-12:00pm)

A rolling street closure will be utilized for the Cocoa Triathlon. The number of participants and their safety requires a street closure request. This event will not require temporary traffic control devices (TTCD) to block roads throughout the course route.

The streets in which the TTCD will be utilized are:

Harrison St.: between Delannoy Ave and Riveredge Blvd.

Riveredge Blvd.: between King St. (HWY 520) to Lee Wenner Park.

The Transition Area for each segment will be located in Riverfront Park/Harrison Field.

Pending LWP Progress: (Swim segment: Will commence in Lee Wenner Park with a Spring Distance of .25miles, into the Indian River. The turnaround point will be designated at the floating bouy.)

The Bicycling Segment: Sprint Distance equal to one lap, will begin in Riverfront Park.

The participants will then proceed to the 520 and continue North on Indian River Drive with the turnaround at Indian Trail and back to the transition area in Riverfront Park.

The Run Segment: Sprint Distance equal to one lap, will transition in Riverfront Park then proceed south towards the turnaround point at Barton Avenue and commence north back to the finish in Riverfront Park.

Total Closure - One Day

Requested date change:

The change in date is being requested due to the work in progress in Lee Wenner Park.

Space Coast Triathlon, Sunday, October, 12, 2025 (2:00am-12:00pm)

A rolling street closure will be utilized for the Cocoa Triathlon. The number of participants and their safety requires a street closure request. This event will not require temporary traffic control devices (TTCD) to block roads throughout the course route.

The streets in which the TTCD will be utilized are:

Harrison St.: between Delannoy Ave and Riveredge Blvd.

Riveredge Blvd.: between King St. (HWY 520) to Lee Wenner Park.

The Transition Area for each segment will be located in Riverfront Park/Harrison Field.

Swim segment: Will commence in Lee Wenner Park with a Spring Distance of .25miles, into the Indian River. The turnaround point will be designated at the floating bouy.

The Bicycling Segment: Sprint Distance equal to one lap, will begin in Riverfront Park.

The participants will then proceed to the 520 and continue North on Indian River Drive with the turnaround at Indian Trail and back to the transition area in Riverfront Park.

The Run Segment: Sprint Distance equal to one lap, will transition in Riverfront Park then proceed south towards the turnaround point at Barton Avenue and commence north back to the finish in Riverfront Park.

Total Closure - One Day

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

The 2025 street closures were previously approved on 11/12/2024.

RECOMMENDED MOTION:

CITY COUNCIL AGENDA ITEM

Memo Date: February 11, 2025
Agenda Date: February 25, 2025
File ID: 2025-137
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action: Accept Amendment Number 1 to Grant Agreement No.24PLN48 between the Florida Department of Environmental Protection (FDEP) and the City of Cocoa related to the additional services provided for the Vulnerability Assessment grant. Authorize the City Manager to execute the agreement. Approve a Budget Resolution to Amend the FY25 Budget, BAF # 25-041-A, in the amount of \$11,300 for the additional funding related to the additional services provided by the consultant.

BACKGROUND:

On June 3, 2024, the City was awarded a grant through the Florida Department of Environmental Protection (FDEP) in the amount of \$75,000 to complete a required Vulnerability Assessment to comply with the updated requirements under Florida Statutes. The updated Vulnerability Assessment will replace the current Resilient Cocoa document. The City has been working with Consultant EXP US Services on creating the Vulnerability Assessment. As part of Amendment #1 of the agreement, the City requested additional funding to perform activities that were not in the original agreement.

1. One additional public workshop in the City to make a total of three workshops. There were only two workshops budgeted, but the Staff determined that a third meeting was necessary to receive input from as many stakeholders as possible.
2. Addition of a public presentation for the Consultant to present the final Vulnerability Assessment at a scheduled public meeting.

Staff requests Council to accept Amendment #1 to Grant Agreement 24PLN48 and authorize the City Manager to execute the agreement. Staff requests approval of BAF 25-041-A in the amount of \$11,300 and Change Order #1 of PO 82638 for the Professional Services provided by the consultant.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

Budgeted? No

If not budgeted, is amendment / transfer attached? Yes

Source/Use of Funds

<u>Account Number</u>	<u>Amount</u>
001-0000-334-50-55	\$11,300 GR2405
Economic Environment - FDEP Grant 24PLN48	

001-3200-515-31-17	\$11,300 GR2405
Professional Services - FDEP Grant 24PLN48	

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

Change Order Amount: \$ 11,300

Original Purchase Order Amount: \$ 74,945.50

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:

Council approval of the Grant Agreement with FDEP for the Vulnerability Assessment Grant in June 2024.

RECOMMENDED MOTION:

CHANGE ORDER REQUEST FORM

SELECT CHANGE ORDER TYPE:

☐	GENERAL	
☐	CONSTRUCTION-----Assigned Project # Required:	
☐	CONSTRUCTION CONTINGENCY----Resolution # Required:	
	Amount Approved: _____	Balance Remaining: _____
☐	TASK ORDER -----Assigned Task Order # Required:	
☒	TASK ORDER AMENDMENT-----Amendment # Required:	2024-06

Date: **02/19/25** New Requisition #: **49616** Change Requisition Number #: **1**

Name of Requestor
completing this form:

Cneuterman



Original Purchase Order Amount	\$ 74,945.50
Change Order # 1 Amount	11,300.00
Change Order # 2 Amount	
Change Order # 3 Amount	
Change Order # 4 Amount	
Change Order # 5 Amount	
Change Order # 6 Amount	
Change Order # 7 Amount	
Change Order # 8 Amount	
New Purchase Order Amount	\$ 86,245.50

Vendor Name	Original Requisition Number	PO Number	Original PO Amount
EXP US Services Inc	48446	82638	\$ 74,945.50

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

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

☐ Other-Explain:

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

Original PO Line #	Quantity	UM	Description	Account Number	Project Number	Unit Cost	Extended Cost
1	1.00	sum	Amendment 1 to Grant 24PLN48	001-3200-515-31-17	GR2405	11,300.0000	\$ 11,300.00
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -

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

\$ 11,300.00

CHANGE ORDER REQUEST FORM - PAGE 2, JUSTIFICATION NOTE REQUIRED

Date: 02/19/25 New Requisition #: 49616 Change Requisition Number #: 1

Change Order Justification:

Additional services for Grant 24PLN48 with FDEP Amendment #1 to include an additional public meeting and a public presentation.

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

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

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

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

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

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

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

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

WHEREAS, other changes to the Agreement are necessary.

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

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

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

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

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

CITY OF COCOA

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Authorized Representative or Designee

By: _____
Secretary or Designee

Stockton Whitten, City Manager
Print Name and Title

Alex Reed, Director
Print Name and Title

Date: _____

Date: _____

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

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

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

ATTACHMENT 1-B

1. Entire Agreement.

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

2. Grant Administration.

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

3. Agreement Duration.

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

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4. Deliverables.

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

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

7. Financial Consequences for Nonperformance.

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

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

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

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

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

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

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

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

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

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

Attachment 1-B

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

10. Status Reports.

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

11. Retainage.

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

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

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

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

12. Insurance.

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

13. Termination.

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

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

14. Notice of Default.

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

15. Events of Default.

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

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

16. Suspension of Work.

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

17. Force Majeure.

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

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

18. Indemnification.

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

19. Limitation of Liability.

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

20. Remedies.

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

21. Waiver.

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

Attachment 1-B

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22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

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

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

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

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

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

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

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

25. Investing in America

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

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

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

26. Scrutinized Companies.

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

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

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

27. Lobbying and Integrity.

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

28. Record Keeping.

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

29. Audits.

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

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

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

30. Conflict of Interest.

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

31. Independent Contractor.

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

32. Subcontracting.

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

33. Guarantee of Parent Company.

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

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

34. Survival.

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

35. Third Parties.

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

36. Severability.

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

37. Grantee's Employees, Subcontractors and Agents.

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

38. Assignment.

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

39. Compensation Report.

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

40. Disclosure of Gifts from Foreign Sources.

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

41. Food Commodities.

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

42. Anti-human Trafficking.

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

43. Iron and Steel for Public Works Projects.

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

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

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

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

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

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

44. Complete and Accurate information.

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

45. Execution in Counterparts and Authority to Sign.

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

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

ATTACHMENT 3-B

PROJECT TITLE: City of Cocoa Comprehensive Vulnerability Assessment

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

PROJECT DESCRIPTION:

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

TASKS AND DELIVERABLES:

Task 1: Identify Vulnerability Assessment Data Standards

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

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

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

Task 2: Kick Off Meeting

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

Deliverables: The Grantee will provide the following:

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

Task 3: Public Outreach Meeting

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

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

Deliverables: The Grantee will provide the following:

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

Task 4: Acquire Background Data

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

Deliverables: The Grantee will provide the following:

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

Task 5: Exposure Analysis

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

Deliverables: The Grantee will provide the following:

DEP Agreement No.: 24PLN48

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

Task 6: Sensitivity Analysis

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

Deliverables: The Grantee will provide the following:

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

Task 7: Public Outreach Meeting #2

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

Deliverables: The Grantee will provide the following:

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

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

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

Deliverables: The Grantee will provide the following:

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

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

Task 9: Public Presentation

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

Deliverables The Grantee will provide the following:

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

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

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

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

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

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

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

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

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

Attachment 5-A

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

Attachment 5-A

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PART II: STATE FUNDED

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

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

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

By Mail:

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

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

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

Attachment 5-A

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

PART V: RECORD RETENTION

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

EXHIBIT – 1

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

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

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

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

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

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

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

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

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

Total Award	\$86,300.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

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

¹ Subject to change by Change Order.

² Subject to change by Change Order.

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



Consultant Work Order Proposal

January 15, 2025

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

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

Dear Ms. Neuterman,

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

Scope of Services

General

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

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

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

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

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



Task 8: Public Presentation

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

EXP will provide the following Task 8 deliverables:

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

Draft Schedule

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

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

* Remaining portion of page intentionally left blank. *

Compensation

EXP will perform the above-mentioned services on a time and expense basis for a not-to-exceed amount of sixteen-thousand three-hundred dollars and zero cents (**\$16,300.00**). The proposed not-to-exceed time and materials fee for conducting the scope described herein is shown in the table below. This fee covers EXP labor.

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

Task	Fee
Additional Public Outreach Meeting (workshop)	\$ 5,275.00
Public Presentation	\$ 11,025.00
Total:	\$ 16,300.00

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

**Please Refer to Hourly Rates provided within the master agreement (General Civil Engineering Services Q-23-01-COC-C3).

* Remaining portion of page intentionally left blank. *

Contract Approval

EXP will perform the scope of services contained within this proposal agreement for total compensation of sixteen-thousand three-hundred dollars and zero cents (**\$16,300.00**). This proposal is valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by EXP.

Thank you for considering EXP to perform this work. Should you have any questions or require additional information from us, please feel free to contact me anytime via my cell (904) 540-4622 or via email at Patrick.Russell@exp.com. The EXP Team is looking forward to supporting the City in this very important endeavor.

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



Signature

January 15, 2025

Date

Patrick J. Russell, P.E., Project Manager

Name & Title

Client Authorization

Acceptance of Agreement

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

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

Approved by:
The City of Cocoa

Signature

Printed Name & Title

Date:

Work Order No.: 1A

Task Order Request Form

P-Form 2021.09 Revised
07/14/2023

General Civil Engineering Services

2024-06

Name of CSA (Continuing Service Agreement)

TASK ORDER NUMBER

Date: 02/19/25 City Bid Number: Q-23-01-COC-C3 AMOUNT: \$ 74,945.50
Vendor Name: EXP US Services, Inc. Quote/Proposal Number: 01-16-25
Dept. Number/Division Name: 3200/Community Services
Project Name: Vulnerability Assessment Project Number: N/A

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

AMENDMENT

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

Scope of Services; Justification for Amendment

Additional Services requested to FDEP for the Vulnerability Assessment 24PLN48 to include:
Task 1 - Identify Vulnerability Assessment Data Standards - no cost
Task 2 - Kick off meeting - \$7,718.50
Task 3 - Public Outreach meeting - \$7,532.50
Task 4 - Acquire Background Data - \$4,694
Task 5 - Exposure analysis - \$10,114.50
Task 6 - Sensitivity analysis - \$10,060
Task 7 - Public Outreach meeting 2 - New Amendment \$3,775
Task 8 - Final vulnerability assessment report - \$34,826
Task 9 - Public Presentation - New Amendment - \$7,525
Total - \$86,245.50

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

Charlene Neuterman Digitally signed by Charlene Neuterman
Date: 2025.02.19 09:33:03 -05'00'

Requestor

Charlene Neuterman Digitally signed by Charlene Neuterman
Date: 2025.02.19 09:33:20 -05'00'

Department Director

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

Task Order : ☐ Approved
☐ Disapproved

Refer to this Task # on all documentation:
Council Approval Required: ☐ YES ☐ NO

Reason
Disapproved:

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.

RESOLUTION NO. 2025-008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECT IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE 10 PERCENT CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2024, and ending on September 30, 2025, at a Special meeting held on September 17, 2024; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

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

SECTION 1. The 2025 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, at a Regular City Council meeting assembled on the 25th day of February, 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk



City of Cocoa Budget Adjustment Form FY 2025 - 041-A

SELECT ADJUSTMENT TYPE: Budget Amendment

REQUESTING DEPARTMENT #: 3200

DATE PREPARED: 2/19/25

'From' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
\$ 11,300	001-0000-334-50-55		ECONOMIC ENVIRONMENT / RESILIENT Fb			\$ 11,300	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
\$ 11,300	TOTAL						

'To' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
\$ 11,300	001-3200-515-31-17	GR2405	PROFESSIONAL SERVICES / RESILIENT Fb			\$ 11,300	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
\$ 11,300	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Amendment # 1 to FDEP Grant 24PLN48 in the amount of \$11,300 for additional services to be provided by the Consultant. Agenda 25-156

City Council Approval Needed?

Yes. ☒

No. ☐

DATE APPROVED: 2/25/25

RESOLUTION #: 2025-008

City Council approval is needed for all transfers greater than \$75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

Charlene Neuterman
Digitally signed by Charlene Neuterman
Date: 2025.02.19 08:54:02 -05'00'

Requestor's Signature

Lora Howell
Digitally signed by Lora Howell
Date: 2025.02.20 14:47:47 -05'00'

Finance Approval Signature

Finance Director's Signature

Charlene Neuterman
Digitally signed by Charlene Neuterman
Date: 2025.02.19 08:54:33 -05'00'

Department Director's Signature

Lora Howell
Digitally signed by Lora Howell
Date: 2025.02.20 14:48:02 -05'00'

Deputy Fin. Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered:

Entered By:

Group #:

CITY COUNCIL AGENDA ITEM

Memo Date: February 12, 2025
Agenda Date: February 25, 2025
File ID: 2025-140
Prepared By: Rose Hochreiter, Administrative Assistant
Through: John Walsh, Utilities Director
Requested Action: To Approve a Sole Source Purchase of a Vapex™ Radical Odor Control System for the Jerry Sellers Water Reclamation Facility from Vapex Environmental Technologies of Cocoa, Florida, in the amount of \$155,000. Approve a Resolution to Waive Competitive Bidding, a Resolution for Project Contingency, and authorize the City Manager to sign any agreements, purchase orders, and change orders up to the authorized amount.

BACKGROUND:

Wastewater treatment plants produce a variety of odor which can be unpleasant and even harmful to human health. Wastewater odor control is important to protect public health and the environment. Vapex Environmental Technologies delivers patented technology specifically engineered systems to eliminate odors, remediate fog or grease, and decrease corrosion for municipal wastewater treatment environments.

The Vapex Odor Control System at the Jerry Sellers Water Reclamation Facility Plant was purchased in 2012 as part of the Headworks and Odor Control Project, Project Number WS1010. It is past its useful life and needs to be replaced. Vapex Environmental Technologies is the sole source for Vapex Radical Odor Control products including Vapex patented nozzle attachments. These products are protected under US Patent numbers 5,337,962 and 6,076,748.

This sole source purchase will be to for the OEM replacement part of the Vapex™ Radical Odor Control System. Vapex will also provide installation supervision by a qualified Vapex certified technician, startup testing and operator training. Installation will be performed by City staff under the supervision of the Vapex certified technician.

Staff is recommending waiving the competitive bidding process for the purpose of making sole source purchases of a Vapex Radical Control System to replace the outdated Vapex System. The replacement quote is \$147,375. Staff is also requesting approval of a Contingency Resolution for an additional \$7,625 or 5.17% for a total project cost of up to \$155,000.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards
Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? Yes

If not budgeted, is amendment / transfer attached?

Source/Use of Funds

Account Number 424-4120-536.64-00
WS25OC

Amount \$155,000.00 Project

PREVIOUS ACTION:

On August 14th, 2012, City Council Approved Bid Award No. B-12-16-COC, Jerry Sellers WRF Headworks & Odor Control Improvements, to Jones Mechanical Corporation, Rockledge, Florida; Approved a multi-year contract with Jones Mechanical Corporation from FY 2012 to FY 2013; Approved a Resolution authorizing the City Manager to approve change orders up to \$79,900 (10% of the contract amount); and authorized the City Manager to execute the contract.

RECOMMENDED MOTION:



**FIRM PROPOSAL
PRESENTED TO:
City of Cocoa
WRF - Pump Station & Headworks
January 10, 2025**

2971-B Oxbow Circle
Cocoa, FL 32926
(407) 977-7250
www.vapex.com



1. DESIGN BASIS

Application:	Odor
Installation Location:	WRF -PS &HW

2. EQUIPMENT SUPPLIED

- 1 MILLI
- 6 HV Nozzle - Flexible
- 1200 ft Oxidant Tubing
- 1200 ft Water Tubing
- 2 IOM Manuals
- 1 Installation Kit - MILLI - HV Nozzles
- 1 Operating Kit - MILLI
- 1 Spare Parts Kit - MILLI
- 1 Pedestal
- 4 Vapex™ certified technician quarterly visits

3. SERVICES

Vapex™ will furnish the following services:

- One (1) Vapex™ certified technician for two (2) days during one (1) trip to assist in:
 - * Installation inspection
 - * Start-up supervision
 - * Operator training
- 4 Vapex™ certified technician quarterly visits commencing 3 months from startup

4. PATENTS

The Equipment and/or Process quoted herein may operate under one or more U.S. patents. The Purchase Price includes a one-time royalty payment (if any), which provides the Buyer with immunity to operate the Equipment specified in the Quotation under any applicable patents.

5. PURCHASE PRICE

	\$163,750
10% Return User Discount	\$16,375
All of the above listed for.....	\$ 147,375 USD

F.O.B. jobsite, Taxes Excluded

5.1 VALIDITY

Proposal: This proposal is valid for 60 days from proposal date. All prices are guaranteed for one year from date of Vapex™ acceptance of a Purchase Order. This proposal does not include applicable



sales and use taxes which will be applied to the final invoice. Please provide tax exemption certificates(s) if applicable.

Acceptance: To accept this proposal send a Purchase Order to Vapex™ Corporate Headquarters - OR - complete the acceptance information below. All Purchase Orders shall include:

- a. Purchase Price quoted in this document
- b. Ship to address, contact name and phone number
- c. Bill to address, contact name, phone number and fax number
- d. Requested delivery date
- e. Tax exemption information if applicable

5.2 PAYMENT TERMS

- 15% upon Submittal Submission or receipt of Submittal Waiver - Net 30 days
- 80% upon delivery - Net 30 days
- 5% Net thirty (30) days after equipment startup and training

FOB jobsite. Sales and or Use tax is not included in this proposal. If applicable, provide tax exemption information. Applicable tax is invoiced with purchase on date of shipment if tax exemption information is not received.

Orders: Orders are subject to credit evaluation and acceptance. All orders are subject to Vapex™ terms and conditions stated in this document.

Production: Vapex™ requires 4 to 6 weeks from the receipt of approved submittals or waiver of submittals for shipment.

Late Payment Penalty: Invoices not paid 31 days after the invoice date are subject to a Service Charge of 1-½% per month on the unpaid balance.

Cancellation: Unless otherwise specified in writing by the parties, the Buyer may not cancel the order, except upon written notice and payment to Seller of an amount covering all costs incurred under the Order, all costs which arose out of the cancellation, and a cancellation fee of 30% of the Order Price. Materials received and Goods manufactured in part or whole under the Order prior to the time of cancellation shall be retained by and shall be property of the seller. When calculating the cancellation related costs, payments made by the buyer to seller prior to cancellation shall be taken into account.

Title: Title to Vapex™ Radical Odor Control Systems and supplied equipment (the Goods) shall remain vested in Vapex™ and shall not pass to the buyer until the purchase price for the Goods has been paid in full and received by Vapex™ Environmental Technologies, LLC.

Start-Up: Start-up services include equipment start-up, warranty certification and onsite equipment operation and maintenance training. Trip fees may apply for additional training visits, multi-phase start-up or non-standard installations. Prior to scheduling the Vapex™ technician, the Customer shall verify that the site is prepared for start-up by completing the start-up form submitted at the time of Invoicing. If the site is not prepared when the technician arrives and the start-up is rescheduled, the customer will be responsible for payment of additional trip fees for the technician at current Vapex™ trip rates.

Important Notes: Regarding Vapex™ Radical Odor Control system Wet Well installations. If the system is treating a wet well (or lift station) all access for cables, wires or sample tubing shall be



sealed. All conduit connections into the well must be sealed. If a vent is required, a Vapex™ supplied vent must be installed. Vapex™ strongly recommends that all ferrous metal hardware within the well be epoxy coated to prevent premature corrosion. Pump and/or grinder cables coated in natural rubber will deteriorate. If there are pump and/or grinder cables located inside the wet well they must be of a material compatible to sulfuric acid >10% and ozone or the pump cables must be sleeved with a PVC cable sheath (not provided by Vapex™ unless listed in the Equipment Supplied section of this document). Cables must be sleeved by the customer/contractor prior to equipment start-up. Contact Vapex™ for additional information.

6. WARRANTY

Limited Mechanical Warranty Policy

Vapex™ Equipment is warranted to be free from defective material and workmanship, under normal use and service and when installed, operated and maintained in accordance with installation, operation and maintenance instructions. This policy and maintenance instructions. This policy is as follows:

- Vapex™ VL - 18 months from shipment or 12 months from start-up whichever occurs first

Optional Add-On Extended Warranty and Service (EWAS)

- Available for up to ten (10) years post startup
- Includes Annual operating
- All Parts Included
- Site Visit quarterly (4 per year) for preventive maintenance by a Vapex Technician

Returns will not be accepted unless Vapex™ has authorized said return in writing. If the Vapex™ inspection indicates non-conforming materials and/or workmanship, the Equipment will, at Vapex™'s option, either be repaired or replaced without charge. Upon receipt of Vapex™'s written consent, Equipment may be promptly returned to the Vapex™ factory, F.O.B. However, under certain circumstances, Vapex™ may decide, in its sole discretion, to repair or replace the Equipment at the Project site. Buyer hereby agrees to provide Vapex™, its employees and/or representatives, free of charge, onsite access to the Project site and any necessary utilities and plant personnel needed by Vapex™ for the purpose of repairing and/or replacing nonconforming Equipment per this Warranty.

The following will void this warranty:

1. Equipment is used for purposes other than those for which it was designed;
2. Equipment is not used in accordance with generally approved practices;
3. Disasters, whether natural or manmade, such as fire, flood, wind, earthquake, cave-in, lightning, war, brownout or vandalism, etc.;
4. Unauthorized alterations to or modifications of the Equipment not approved by Vapex™ in writing;
5. Abuse, neglect or misuse of Equipment, including but without limitation, operation of Equipment after a defect is discovered;
6. Operation of Equipment by persons not properly trained for that purpose;
7. Failure to operate the equipment in accordance with Vapex™'s specifications, O&M manuals or



other written guidelines, and/or

8. Failure to perform regular cleaning, inspection, adjustment and/or preventative maintenance.

Notes:

A. Vapex™ is not liable for any corrective work or expenditure that has not been authorized by Vapex™ in writing prior to the commencement of such work and prior to committing to such expenditures.

B. Inspection service calls, requested by Buyer, where no evidence of nonconforming materials and/or workmanship is found, will be invoiced to the Buyer at Vapex™'s current per diem plus all travel and living expenses.

C. Onsite labor and freight are not covered by this Warranty.

D. During the Warranty period, all mechanical, electrical and electro-mechanical parts are warranted provided monthly maintenance is performed and documented and is in conformance with all terms and conditions stated in the warranty section.

E. Following a Warranty claim, verification of proper operations and maintenance is required.

F. Physical damage due to external forces and/or accident is not covered by this Warranty including, but not limited to, lightning strikes, brownout damage, electrical surging, flooding, fire, freezing, etc.

G. The effects of corrosion and unforeseeable environmental characteristics are excluded from this Warranty.

H. Actions by 3rd parties in causing nonconformity of the Equipment are not covered under this Warranty.

THE LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES OF ANY KIND WHATSOEVER, WRITTEN, ORAL OR IMPLIED; ALL OTHER WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

VAPEX™ SHALL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE, OR IMPUTED NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR DAMAGE TO THE EQUIPMENT, PROPERTY DAMAGE, LOSS OF USE, REVENUE OR PROFIT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, ADDITIONAL COSTS INCURRED BY BUYER (FOR CORRECTION OR OTHERWISE) OR ANY OTHER INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE OR INABILITY TO USE THE EQUIPMENT.

This exclusion applies even if the Warranty fails of its essential purpose and regardless of whether such damages are sought for breach of warranty, breach of contract, negligence or strict liability in tort or under any other legal theory.

Any modification of this Warranty must be in writing and signed by an authorized representative of Vapex. An adjustment made per this Warranty does not void the Warranty, nor does it imply an extension of the



Warranty Period. Equipment repaired during the Warranty Period carries the un-expired portion of this original Warranty only. This Warranty is governed by the laws of the state of Florida.

7. ACCEPTANCE & PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Firm Proposal?
(Customer to complete)

☐ No

☐ Yes - Please complete below - Send copy of Purchase Order

PO Number: _____ **Taxes are not included in the Purchase Price and will be added to the PO amount unless accompanied with a Sales Tax Exemption Certificate**
PO Amount: _____

Is this purchase sales tax exempt?

☐ No - Taxes apply

☐ Yes - Please send copy of sales tax exemption certificate with this submission

Upon signature by Customer and submission to Vapex™ Environmental Technologies, this Firm Proposal shall be considered as Accepted as an Order and shall become legally binding unless this Order is rejected by Vapex™ Environmental Technologies for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order, (2) changes have been made to this document (other than completion of the purchase order information and the signature block), (3) the PO Amount does not match the Purchase Price, or (4) the requested purchase order information or signature is incomplete or does not match our records or the rest of this document.

Name:	
Title:	
Organization:	
Signature:	
Date:	



February 13, 2023

To whom it may concern,

This letter is to confirm that Vapex Environmental Technologies is the sole source for Vapex Radical Odor Control products including Vapex patented nozzle attachments. These products are protected under US Patent numbers 5,337,962 and 6,076,748

Furthermore, Vapex radical odor control technology has been independently studied by the University of Central Florida to confirm that it generates hydroxyl radicals, the second most powerful oxidant, and the oxidant most desired to quickly, efficiently and effectively oxidize and disinfect contaminants, bacteria and viruses in water disinfection. This study was peer reviewed and published in the *Ozone: Science & Engineering Journal* and presented at the Water Environment Federation (WEF) Odor and Air Pollutants Conference 2012.

Vapex is unaware of competing products that utilize a three-fluid nozzle to create hydroxyl radicals to eliminate odorous compounds, reduce surface collection of fats, oils, and grease and reduce the rate of corrosion of the infrastructure. Additionally, Vapex is unaware of any competing technology that has an independent study to confirm the generation of hydroxyl radicals. Finally, Vapex technology is the only technology that has over 300 installations across the U.S. to specifically treat odors emanating from wastewater.

To maintain warranty eligibility, only Vapex or a Vapex authorized service representative shall perform repairs and major service on Vapex products. Please contact me if you require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert Jeyaseelan', with a long horizontal flourish extending to the right.

Robert Jeyaseelan
President

2971-A Oxbow Circle, Cocoa, FL 32926

Tel 407 977 7250

Email sales@vapex.com

Website www.vapex.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/13/2025

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 BKS Partners 4211 W. Boy Scout Blvd Suite 800 Tampa FL 33607	CONTACT NAME: PHONE (A/C, No, Ext): 813-223-3911 E-MAIL ADDRESS: certificates@bks-partners.com	FAX (A/C, No): 813-221-1857
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Kinsale Insurance Company		38920
INSURER B : Trumbull Insurance Company		27120
INSURER C : The Hartford		914
INSURER D : Hudson Excess Insurance Compan		14484
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 708010889**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		0100197118-2	7/3/2024	7/3/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 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			21UENDL2863	5/31/2024	5/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 10,000			0100197160-2	7/3/2024	7/3/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
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 / A	21WBZQ5447	5/31/2024	5/31/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D A	Professional Aerospace Products Policy			EER1135116 0100197205-2	5/31/2024 7/3/2024	5/31/2025 7/3/2025	Per Loss/Agg Occurrence Limit 5,000,000 3,000,000

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

City of Cocoa is 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

William P. Joubert

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ACORD 25 (2016/03)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

Page 351 of 815

RESOLUTION NO. 2025-010

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 25th day of February, 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, CMC, City Clerk

EXHIBIT “A”

To Resolution No. 2025-010

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source, for the purchase of a Vapex Radical Odor Control System.

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

RESOLUTION NO. 2025-011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECT REGARDING THE VAPEX ODOR SYSTEM PROJECT/PROJECT # WS25OC IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE 5.17% CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on February 25, 2025, the City Council authorized the City Manager to proceed with the Vapex Odor System Project/Project # WS25OC, subject to certain terms and conditions and budget adjustments approved by the City Council; and

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

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

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

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional service contracts related to the construction project regarding the Vapex Odor Control System Project/Project # WS25OC, provided the total amount of approved change orders and any additional service contracts do not cause the construction budget to exceed the total \$155,000.00 budgeted by the City Council for the project inclusive of the 5.17% 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 February 25, 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date: February 13, 2025
Agenda Date: February 25, 2025
File ID: 2025-151
Prepared By: Tony Jones, Fleet Manager
Through: Abigail Morgan, Public Works Director
Requested Action: Authorize City Manager to issue purchase orders for six new vehicles utilizing available Cooperative Purchasing Agreements in accordance with the City's purchasing policy. Approve BAF# 25-040-T, shoring up the project budgets.

BACKGROUND:

The City of Cocoa Capital Vehicle Improvement Program implements a systematic replacement of vehicles and equipment to minimize maintenance cost, equipment down time, vehicle equipment obsolescence, newer technology and more efficient vehicles. A new piece of equipment has been identified by staff that can be used by the Public Works Department. This equipment is a Front Wheel Loader with additional attachments. This will add additional functionality for day to day operations and would aid Public Works during post storm recovery debris pickup.

Replacement Vehicles

- 2024 Ford Explorer PPV Utility Marked Patrol - Replaces a 2014 Chevy Impala Marked Patrol vehicle. (Lease funded \$62,070)
- 2025 Mack MD Flat Bed Medium Duty Dump Truck - This truck is replaced by two 2000 and 2001 International Trucks, a 2 for 1. The new Mack is a dual roll truck that gives Public Works greater operational functionality. This vehicle will be used by the Public Works Streets Division. (Lease funded \$132,885)
- 2024 Ford F250 one with a 9ft Utility Service Body and the other with an in-body bump bed. These vehicles will replace a 1999 GMC 2500 and a 2006 Ford F250 in the Public Works Grounds Division and the Beatification Division, respectively. (Lease funded \$78,738 & \$57,403)
- New Equipment John Deere 324P Wheel Loader with Skid Steer Style Grapple Rake attachment in Public Works Beatification Division. (Lease funded \$65,912)
- 2025 Mack MD Flat Bed Medium Duty Dump Truck with Fold Downsides - This vehicle replaces a 1999 Ford F650 in Public Works Stormwater Division.

Vehicles will be ordered from various dealerships utilizing formally bid cooperative purchasing agreements from the Florida Sheriffs Association, the Brevard County Public Entity Purchasing Cooperative, Sourcewell or any other available contract that is most advantageous to the City and in compliance with the City's purchasing policy. The City Manager will be authorized to issue purchase orders up to the budgeted amounts.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted? Yes

Source/Use of Funds

Account Number

Amount

001-2100-521.64-00	\$62,070 (FY24 BOA Lease Financing) CA2501
001-3510-541.64-00	\$132,885 (FY24 BOA Lease Financing) CA2501
001-3520-572.64-00	\$78,738 (FY24 BOA Lease Financing) CA2502
001-3520-572.64-00	\$57,403 (FY24 BOA Lease Financing) CA2501
001-3520-572.64-00	\$65,912 (FY24 BOA Lease Financing) CA2501
423-3570-538.64-00	\$134,870 CA2501

PREVIOUS ACTION:

None

RECOMMENDED MOTION:



COCOA FORD INC.
1360 KING ST
COCOA FLORIDA 32922

INVOICE

Friday, December 6, 2024

DATE

PURCHASER'S NAME

CITY OF COCOA

STREET ADDRESS

301 SHEARER BLVD

CITY

FORT PIERCE

STATE
FL

ZIP

34981

BUS PHONE

PLEASE ENTER MY ORDER FOR THE FOLLOWING

NEW ☒

USED ☐

SUV ☐

TRUCK ☐

CAR ☐

YEAR	MAKE	MODEL	BODY TYPE	COLOR	TRIM	STOCK NO.
2024	FORD	EXPLORER	PIU	WHITE	PIU	FL68879
VIN NO.	1FM5K8AC3RGA68879		MILES	15	SALES REP	KANE ROBBINS
PRICE		\$48,422.00		TRADE-IN INFORMATION		
FVS UPFIT		\$13,647.51		MAKE OF USED VEHICLE		
				YEAR		
				MODEL		
				VEHICLE IDENT. NO.		
				MILEAGE		
				TRADE VALUE		
SUBTOTAL		\$62,069.51		FLEET SALES INFORMATION		
ELECTRONIC FILING FEE		\$0.00		ORDERING FIN		
DOCUMENTATION FEE		\$0.00		END USER FIN		
DELIVERY		\$0.00		SALES TYPE		
		\$0.00		GPC DISCOUNT		
		\$0.00		GPC REF #		
LICENSE, TRANSFER, TITLE TEMP TAG				56A/CPA DISCOUNT		
EXTENDED SERVICE CONTRACT		\$0.00		56M DISCOUNT		
TOTAL PRICE				RETAIL REBATE #		
CASH DOWN PAYMENT		\$0.00		PLEASE MAIL PAPERWORK TO:		
REBATE		\$0.00				
TOTAL DOWN PAYMENT						
UNPAID CASH BALANCE DUE ON DELIVERY		\$0.00		301 SHEARER BLVD		

Purchaser agrees that this Order includes all of terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any price agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby. THIS ORDER IS NOT A BINDING CONTRACT. DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON SUCH TERMS. ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALERS; AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS-NOT EXPRESSLY WARRANTED OR GUARANTEED." TO THE NEGOTIATED CASH SALE PRICE OF EACH VEHICLE THERE WILL BE ADDED THE SUM OF \$303.60 FOR DEALER COSTS AND OVERHEAD FOR ITEM RELATING TO PREPARING, HANDLING AND PROCESSING DOCUMENTS FOR THE MOTOR VEHICLE AND THE CLOSING OF THE TRANSACTION. THE ONLY OTHER ADDITIONAL CHARGES PERMITTED ARE DEALER-ADDED OPTIONS WARRANTY AND SERVICE CONTRACTS, INSURANCE AND THE ACTUAL COST OF LICENSE AND TITLE REGISTRATION AND TAXES

ACCEPTED BY:

PURCHASER'S SIGNATURE

DATE

12/6/2024

ACCEPTED BY:

DEALER OR HIS AUTHORIZED REPRESENTATIVE

DATE

12/6/2024

BUYER'S ORDER



Sold to:

City Of Coccoa
301 Shearer BLD
Cococa FL,32992

Quote Number: GDV093024DUMP
Date: September 30, 2024
PO #:
Salesman: German Del Valle

Make	Year	Model	Type	VIN NUMBER	Amount
Mack	2024	MD6	NEW	Order Out	\$ 132,876.00

Total Selling Price: \$ 132,876.00

IN ACCORDANCE WITH FLORIDA SHERIFFS STATE BID FSA23-VEH21.0
Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

FSA TRUCK SPECIFICATION

ORDER CODE	OPTION	PRICE
Item No. 41	Mack MD6	\$ 87,179.00
HP280	HP UPGRADE TO280 HP 660 LB-FT	\$ 1,992.00
BATTSWITCH	BATTERY DISCONNECT SWITCH	\$ 101.00
AIR RIDE	REAR AIR SUSPENSION	\$ 2,342.00
MIRROR UPGRADE	MOTOR MIRRORS	\$ 447.00
ALUM	ALL ALUM WHEELS	\$ 847.00
DIFFLOCK	REAR DIFF LOCKS	\$ 849.00
PTO PREP	PTO PREP KIT	\$ 220.00
PASSBENCH	PASSENGER SIDE FIXED BENCH SEAT FOR 2 PASSENGERS	\$ 183.00
LANAU	12X 48 DUMP BODY & PINTLE HOOK	\$ 35,856.00
AIR BRAKE	TRAILER AIR BRAKE PACKAGE	\$ 2,860.00
TOTAL	2024 MY CHASSIS PRICE	\$ 132,876.00
TOTAL	PRICE	\$ 132,876.00

PRICE OF ONE 2024 MY MACK MD6 CHASSIS WITH A LANAU 12'x48" AR450 PINTLE HITCH ELECTRIC TARP ELECTRIC BRAKE AND AIR GLAD HAND

Sub Total: \$ 132,876.00

Insta Tag Fee: \$ -

Disposal Fee: \$ 9.00

Tire Tax Credit \$ -

Sub Total: \$ 132,885.00

Down Payment \$ -

P.O. AMOUNT DUE: \$ 132,885.00

P.O. #

German Del Valle

09-30-2024

Salesman Signature

Customer Signature

MV Registration#: MV12152

Our Service Manager is Marcos Ramirez

Our Parts Manager is Matt Lenhart

Our Sales Manager is Juan De Oliveira

Feel free to call if you need any assistance!

2200 W. Landstreet Rd., Orlando, FL 32809
Phone: 800-800-6225 Fax: 407-398-0297

Jack Condrey
Governmental Territory Manager
Dobbs Equipment LLC
4333 N John Young Pkwy
Orlando, FL 32804
Cell (863) 393-8023
Jack.condrey@dobbsequipment.com

DOBBS

E Q U I P M E N T

**Florida Sheriff's Association
Florida Association of Counties
Contract FSA23-EQU21.0
Wheel Loader - 1.5 CYD Bucket
Spec #232**

October 1, 2024

Tony Jones
City of Cocoa

Dobbs Equipment is pleased to quote you the following equipment per contract specification:

One new **John Deere 324P Wheel Loader**

Contract Price:	\$ 126,365.00
Downgrade to a John Deere 184G Wheel Loader w Cab, 1.0 CYD Bucket	\$ (39,900.00)
Delete Enclosed Cab w A/C and Add Open ROPS	\$ (10,935.00)

Equipment on 184G Loader w Open ROPS quoted on contract i

4099	Final Tier 4 Diesel Engine, Net 44 hp.
0501	Open ROPS/FOPS Canopy
0501	Vinyl Mechanical Suspension Seat
0501	3rd Function Hydraulics
0501	Fixed Steering Colum
1350	Less Ride Control
5361	365/70R18 Radial Tires
6052	Halogen Work Lights
A412608	Skid Steer Style Quik-Tach Coupler
A413236	1.0 CYD GP Bucket w BOCE

Non-Contract Option

Skid Steer Style Grapple Rake	\$ 4,707.50
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Dobbs Equipment One Time Discount	<u>\$ (1,500.00)</u>
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Total Delivered Price to City of Cocoa	\$ 78,737.50
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COCOA FORD INC.
1360 KING ST
COCOA FLORIDA 32922

INVOICE

Monday, September 30, 2024

DATE

PURCHASER'S NAME

CITY OF COCOA

STREET ADDRESS

65 Stone Street

CITY

COCOA

STATE
FL

ZIP

32922

BUS PHONE

PLEASE ENTER MY ORDER FOR THE FOLLOWING

NEW ☒

USED ☐

SUV ☐

TRUCK ☒

CAR ☐

YEAR	MAKE	MODEL	BODY TYPE	COLOR	TRIM	STOCK NO.
2024	FORD		F250	WHITE		FL38725
VIN NO.	1FTBF2BA6REE38725		MILES	15	SALES REP	KANE ROBBINS
PRICE		\$48,032.00		TRADE-IN INFORMATION		
Dumper/Dog Install		\$8,971		MAKE OF USED VEHICLE		
GPC Discount		\$600.00		YEAR		
				MODEL		
				VEHICLE IDENT. NO.		
				MILEAGE		
				TRADE VALUE		
SUBTOTAL		\$56,402.55		FLEET SALES INFORMATION		
ELECTRONIC FILING FEE		\$0.00		ORDERING FIN		
DOCUMENTATION FEE		\$0.00		END USER FIN		
		\$0.00		SALES TYPE		
DELIVERY		\$1,000.00		GPC DISCOUNT		
		\$0.00		GPC REF #		
		\$0.00		56A/CPA DISCOUNT		
LICENSE, TRANSFER, TITLE TEMP TAG				56M DISCOUNT		
EXTENDED SERVICE CONTRACT		\$0.00		RETAIL REBATE #		
TOTAL PRICE		\$57,402.55		PLEASE MAIL PAPERWORK TO:		
CASH DOWN PAYMENT		\$0.00		City Of Cocoa 65 Stone Street Cocoa FL 32922 ATTN ACCOUNTING		
REBATE		\$0.00				
TOTAL DOWN PAYMENT		\$0.00				
UNPAID CASH BALANCE DUE ON DELIVERY		\$57,402.55				

Purchaser agrees that this Order includes all of terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any price agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby. THIS ORDER IS NOT A BINDING CONTRACT. DEALER SHALL NOT BE OBLIGATED TO SELL, UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON SUCH TERMS. ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALERS; AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS-NOT EXPRESSLY WARRANTED OR GUARANTEED." TO THE NEGOTIATED CASH SALE PRICE OF EACH VEHICLE. THERE WILL BE ADDED THE SUM OF \$303.60 FOR DEALER COSTS AND OVERHEAD FOR ITEM RELATING TO PREPARING, HANDLING AND PROCESSING DOCUMENTS FOR THE MOTOR VEHICLE AND THE CLOSING OF THE TRANSACTION. THE ONLY OTHER ADDITIONAL CHARGES PERMITTED ARE DEALER-ADDED OPTIONS WARRANTY AND SERVICE CONTRACTS, INSURANCE AND THE ACTUAL COST OF LICENSE AND TITLE REGISTRATION AND TAXES

ACCEPTED BY:

PURCHASER'S SIGNATURE

DATE

9/30/2024

ACCEPTED BY:

DEALER OR HIS AUTHORIZED REPRESENTATIVE

DATE

9/30/2024

**COCOA FORD INC.**

1360 KING ST

COCOA FLORIDA 32922

INVOICE

Tuesday, October 1, 2024

DATE

PURCHASER'S NAME

CITY OF COCOA

STREET ADDRESS

301 SHEARER BLVD

CITY

COCOA

STATE

FL

ZIP

32922

BUS PHONE

PLEASE ENTER MY ORDER FOR THE FOLLOWING

NEW ☒USED ☐SUV ☐TRUCK ☒CAR ☐

YEAR	MAKE	MODEL	BODY TYPE	COLOR	TRIM	STOCK NO.
2024	FORD	F-250	REG CAB	WHITE	XL	RED78687
VIN NO.	1FDBF2BA3RED78687		MILES	25	SALES REP	KANE ROBBINS
PRICE			\$49,680.00	TRADE-IN INFORMATION		
KNAPHEIDE SERVICE BODY			\$14,285.00	MAKE OF USED VEHICLE		
FVS LIGHT INSTALL			\$947.00	YEAR		
DELIVERY			\$1,000.00	MODEL		
				VEHICLE IDENT. NO.		
				MILEAGE		
				TRADE VALUE		
SUBTOTAL			\$65,912.00	FLEET SALES INFORMATION		
ELECTRONIC FILING FEE			\$0.00	ORDERING FIN	KC041	
DOCUMENTATION FEE			\$0.00	END USER FIN	KC041	
FLORDIA SALES TAX 6% + 50			\$0.00	SALES TYPE	E	
COUNTY TAX- COOK 1.00%			\$0.00	GPC DISCOUNT		
CITY OF CHICAGO TAX 1.25%			\$0.00	GPC REF #		
COOK COUNTY WHEEL TAX			\$0.00	56A/CPA DISCOUNT		
LICENSE, TRANSFER, TITLE			\$0.00	56M DISCOUNT		
EXTENDED SERVICE CONTRACT			\$0.00	RETAIL REBATE #	11306	
TOTAL PRICE			\$65,912.00			
CASH DOWN PAYMENT			\$0.00			
REBATE			\$0.00			
TOTAL DOWN PAYMENT			\$0.00			
UNPAID CASH BALANCE DUE ON DELIVERY			\$65,912.00			

Purchaser agrees that this Order includes all of terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any price agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby THIS ORDER IS NOT A BINDING CONTRACT. DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON SUCH TERMS. ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALERS; AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS-NOT EXPRESSLY WARRANTED OR GUARANTEED." TO THE NEGOTIATED CASH SALE PRICE OF EACH VEHICLE. THERE WILL BE ADDED THE SUM OF \$303.60 FOR DEALER COSTS AND OVERHEAD FOR ITEM RELATING TO PREPARING, HANDLING AND PROCESSING DOCUMENTS FOR THE MOTOR VEHICLE AND THE CLOSING OF THE TRANSACTION. THE ONLY OTHER ADDITIONAL CHARGES PERMITTED ARE DEALER-ADDED OPTIONS, WARRANTY AND SERVICE CONTRACTS, INSURANCE AND THE ACTUAL COST OF LICENSE AND TITLE REGISTRATION AND TAXES.

ACCEPTED BY:

PURCHASER'S SIGNATURE

DATE 10/1/2024

ACCEPTED BY:

DEALER OR HIS AUTHORIZED REPRESENTATIVE

DATE 10/1/2024

BUYER'S ORDER



Sold to: City Of Coccoa
301 Shearer BLD
Cococa FL,32992

Invoice Number: GDV093024DFS
Date: September 30, 2024
PO #:
Salesman: German Del Valle

Make	Year	Model	Type	VIN NUMBER	Amount
Mack	2024	MD6	NEW	Order out	\$ 134,870.00
Total Selling Price: \$					134,870.00

IN ACCORDANCE WITH FLORIDA SHERIFFS STATE BID FSA23-VEH21.0
Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

FSA TRUCK SPECIFICATION

ORDER CODE	OPTION	PRICE
Item No. 41	Mack MD6	\$ 87,179.00
HP280	HP UPGRADE TO280 HP 660 LB-FT	\$ 1,992.00
BATTSWITCH	BATTERY DISCONNECT SWITCH	\$ 101.00
AIR RIDE	REAR AIR SUSPENSION	\$ 2,342.00
MIRROR UPGRADE	MOTOR MIRRORS	\$ 447.00
ALUM	ALL ALUM WHEELS	\$ 847.00
DIFFLOCK	REAR DIFF LOCKS	\$ 849.00
PTO PREP	PTO PREP KIT	\$ 220.00
PASSBENCH	PASSENGER SIDE FIXED BENCH SEAT FOR 2 PASSENGERS	\$ 183.00
LANAU	12X 48 DUMP BODY & PINTLE HOOK	\$ 37,850.00
AIR BRAKE	TRAILER AIR BRAKE PACKAGE	\$ 2,860.00
TOTAL	2024 MY CHASSIS PRICE	\$ 134,870.00
TOTAL	PRICE	\$ 134,870.00

2024 MY MACK MD6 LP LANAU 14' X 24" FOLDDOWN SIDES AR450 PINTLE HITCH
ELECTRIC BRAKES AND SERVICE GLAD HANDNS

Sub Total: \$ 134,870.00

Insta Tag Fee: \$ -

Disposal Fee: \$ 9.00

Tire Tax Credit \$ -

Sub Total: \$ 134,879.00

Down Payment \$ -

P.O. #

German Del Valle 09-29-2024
Salesman Signature

Customer Signature

MV Registration#: MV12152

Our Service Manager is Marcos Ramirez

Our Parts Manager is Matt Lenhart

Our Sales Manager is Juan De Oliveira

Feel free to call if you need any assistance!

2200 W. Landstreet Rd., Orlando, FL 32809
Phone: 800-800-6225 Fax: 407-398-0297



City of Cocoa Budget Adjustment Form FY 2025 - 040-T

SELECT ADJUSTMENT TYPE: Budget Transfer

REQUESTING DEPARTMENT #: PW 3520

DATE PREPARED: 1/10/25

'From' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
(\$ 9,127)	001-3560-519.46-02		Repairs & Maintenance - Buildings			(\$ 9,127)	
(\$ 46,373)	001-3520-572.64-00	CA2401	Machinery & Equipment			(\$ 46,373)	
(\$ 947)	001-3520-572.64-00	CA2401	Machinery & Equipment			(\$ 947)	
						\$ 0	
						\$ 0	
						\$ 0	
(\$ 56,447)	TOTAL						

'To' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
\$ 9,127	001-3520-572.64-00	CA2502	Machinery & Equipment			\$ 9,127	
\$ 46,373	001-3520-572.64-00	CA2402	Machinery & Equipment			\$ 46,373	
\$ 947	001-3520-572.64-00	CA2501	Machinery and Equipment			\$ 947	
						\$ 0	
						\$ 0	
						\$ 0	
\$ 56,447	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Move funds from account 001-3560-519.46-02 (Repair & Maintenance-Buildings) to account 001-3520-572.64-00 (Machinery & Equipment) to cover the cost of a mower, to be added to CA2502 for the Kabota Loader Grapple and 947 is needed for two vehicles CA2501. Agenda 25-151.

City Council Approval Needed?

Yes. ☐

No. ☒

DATE APPROVED: _____

RESOLUTION #: _____

City Council approval is needed for all transfers greater than \$75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

SChung

Digitally signed by SChung
Date: 2025.01.10 13:41:48 -05'00'

Requestor's Signature

Lora Howell

Digitally signed by Lora Howell
Date: 2025.02.20 14:12:20 -05'00'

Finance Approval Signature

Finance Director's Signature

Abigail Morgan

Digitally signed by Abigail Morgan
Date: 2025.01.10 13:52:24 -05'00'

Department Director's Signature

Lora Howell

Digitally signed by Lora Howell
Date: 2025.02.20 14:12:36 -05'00'

Deputy Fin. Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____

Entered By: _____

Group #: _____

CITY COUNCIL AGENDA ITEM

Memo Date: February 14, 2025
Agenda Date: February 25, 2025
File ID: 2025-170
Prepared By: Monica Arsenault, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action: Approve the request for up to \$1,000, to be funded from Council's Promotional account.

BACKGROUND:

Cocoa High School has submitted a donation application requesting up to \$1,000 in financial assistance to support six students traveling to Finland. The students will participate in an international collaboration project aimed at water cleanup and plastic pollution awareness. The funds will be used specifically for transportation expenses related to the trip.

Upon review of the application, it was noted that the tax-exempt status and W-9 for Cocoa High School are filed under the "School Board of Brevard County," which limits the eligibility of the request under the City's typical donation process. Additionally, the City has already approved a donation application for the current fiscal year through Brevard Schools Foundation to support their Jump Start Scholarship Program. Consequently, this application does not meet the standard criteria required for processing under the usual donation procedure.

Staff from Cocoa High School approached the Council at their December 10, 2024 meeting to request financial support for this initiative. During the meeting, the Council expressed interest in providing assistance to help fund the trip. The City does have funds allocated within the Council's Promotional account, which could be used to support this project. This approach would allow the City to assist the students in their international collaboration efforts while adhering to the available funding sources.

The donation will be funded from the existing budget within the Council's Promotional account, with no additional impact on the City's general fund.

This donation will provide valuable support for the students of Cocoa High School, furthering their educational experience and contributing to a global effort in environmental sustainability. Staff recommends approval of this request under the Council's Promotional account.

If the Council determines that this contribution serves a municipal purpose and approves this request, payment must be made to another public entity, like the School District of Brevard County, or charitable organization, like the Brevard County School Foundation. The organization must be responsible for ensuring and documenting that the contribution is expended for the municipal purpose approved by Council.

The City Attorney has expressed some concern about this contribution because of the small number of persons potentially benefiting from this request and lack of specificity in the application about the

corresponding public benefit that will be received by the City of Cocoa. Further, the proposed funding is not consistent with the City Council's existing donation policy and funding is proposed to come from the Council's promotional account in excess of the Council's annual donation appropriation. If the City Council does not require applicants to be more specific about justifying the proposed municipal purpose and also considers extending donations beyond the existing donation policy, how will the City Council draw the line on considering donation requests in the future? The City Attorney reminds the Council of the City Charter limitations regarding charitable contributions. Article III, Section 4 provides:

Section 4. - Limitations on Powers of City Council.

[SHARE LINK TO SECTION](#)
[PRINT SECTION](#)
[DOWNLOAD \(DOCX\) OF SECTION](#)
[EMAIL SECTION](#)

(a)

Charitable contributions. The city shall not expend municipal funds for the purpose of making a monetary contribution to private persons or private entities solely for the purpose of making a charitable contribution to such private persons or private entities. However, this provision shall not be construed to limit the city's power and authority to expend municipal funds for a municipal purpose where such expenditure has the accompanying effect of benefiting private charitable organizations; nor shall this provision be construed to prohibit the city from permitting private charitable organizations to use city property or facilities where such property and facilities are available for use by the general public. Additionally, this provision shall not be construed to limit the city's power and authority to expend municipal funds for plaques, certificates, non-monetary awards, or other symbols of recognition commending particular persons or entities.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

Budgeted? Yes

Source/Use of Funds

<u>Account Number</u>	<u>Amount</u>
001-1000-511.48-00	\$1,000

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:



DONATION APPLICATION REQUESTS:

PURPOSE:

In accordance with the City Charter, there must be a "municipal purpose" in order to be eligible to receive a donation. The donation is designed to assist organizations that build relationships and enhance the Cocoa community. A maximum of \$1,000 may be awarded, based on funding availability, per fiscal year for local projects and programs. It is the goal of the City Council that funding these programs will promote stronger and healthier neighborhoods.

ELIGIBILITY:

Any organization **that serves Cocoa residents**, may apply.

- ⊕ Organization is in good standing and licensed to do business in Florida;
- ⊕ Provides a service beneficial to the citizens of the City of Cocoa;
- ⊕ Does not receive funding from any other City source e.g. CDBG funds, RDA funds;
- ⊕ Has not already been awarded funding within the same fiscal year;
- ⊕ Organization has not violated terms of previous fiscal year awards;
- ⊕ Organization does not have any past due fees and taxes owed to the City.

Funds provided by the City are not intended to be used for cash scholarships, sub-grants, or sub-awards. They are to be used by the organization applicant. To clarify, however, membership scholarships for needy children, such as Little League, would be eligible. In-kind services from the City that may be requested include, but are not limited to, the following:

- ⊕ Personnel time (police, fire, public works personnel);
- ⊕ Waiver of fees for permits, banners, rental of facilities;
- ⊕ Use of City equipment.

Donations are on a first come, first serve basis whether in-kind or monetary and the maximum amount awarded to any recipient is **\$1,000** per fiscal year. If the donation is in-kind, upon Council approval the requested funds will be transferred to the appropriate account to cover the costs of the donation.

PROJECT SELECTION:

Applications will be scored on the criteria contained in the application. A minimum score of 45 points must be obtained to be eligible to receive funding. Please make sure that all requested information is provided at the time of submittal. Successful applications will:

- ⊕ Provide a service to Cocoa residents that enhance the community;
- ⊕ Provide proof of non-profit status;
- ⊕ Submit a Use of Funds Statement outlining the request from the City, statement of project impact, goals, and objectives as outlined in the Grant Application;
- ⊕ Spend allocated funds within the specified fiscal year;

- Appoint a point of contact;
- Involve Cocoa residents whenever possible;
- Provide an After Action Statement, along with a Material Purchases Schedule identifying how City funds were expended.

Funds donated by the City are to be used for the sole purpose delineated in the submitted application unless unforeseen circumstances arise which affect the use of donated funds (e.g. natural or man-made disaster). The organization will be responsible for reporting any changes to the application to the City Clerk as soon as possible. If the monetary donation was for a special event and the event is canceled due to events outside of the organization's control such as inclement weather and the event cannot be rescheduled, the City Manager will have the authority to waive repayment requirements. The City Manager will have the discretion to request the reimbursement of City funds if the organization's justification for the change is not reasonable. If the City's donation was for in-kind staff time and the event is re-scheduled, the organization will have to coordinate with staff and the donation may not be possible.

Failure to adhere to the above requirements will result in denial of future application requests and possible forfeiture of funds already committed.

APPLICATION DEADLINE:

As of the initial date of adoption of this policy, the City Manager, through his designee, the City Clerk, will handle the processing of requests for any monetary contributions or donations. Each applicant must submit a Donation Application Request (Appendix C) with all attachments directly to the City of Cocoa's City Clerk's Office. All requests submitted directly to the City Council will not be considered for eligibility but will be referred to the City Clerk's Office for an application.

Monica Arsenault, City Clerk
65 Stone Street
Cocoa, FL 32922

Requests for a monetary contribution for a special event must be submitted to the City Clerk's Office a minimum of 60 days prior to the date of the event. The Donation Application Request does not eliminate the need to complete a Special Events application. The City's Special Events application is required for planning and coordinating purposes, not donations.

Donation Application Request forms will be accepted on a first-come, first-served basis and will be reviewed internally by an employee of the City Clerk's Office, the Finance Department, and OMB. Those applications that meet the minimum criteria will be submitted to the City Attorney to insure that the contribution request is consistent with the City Charter and applicable law. Requests that meet **ALL** minimum criteria will be forwarded to the City Council for action. The Council shall have the sole and absolute discretion to approve or deny any donation request. An applicant whose application does not meet the minimum criteria will be notified in writing that the request will not be forwarded to the City Council for further action. Any questions or comments please call (321) 433-8484.

Please refer to *OMB Policies & Procedures, Section III. Specific Policies, B. Donation Policy* for more information. Adopted by Cocoa City Council 04/11/2006.

Donation Instructions
Page 2 of 2



SUBMITTAL CHECKLIST

Please make sure that all requested information below is accompanying the application.

Organization Name: Cocoa High School

Project Name: Science National Honor Society

		YES	NO
1	Completed Application		
2	Exhibit A - IRS Letter of Non-Profit Determination Or State of FL Non-Profit Designation		
3	Exhibit B - Income/Expense Report (Last Filed Federal 990 or 990EZ will be accepted in lieu of)		
4	Exhibit C - Project Objectives		
5	Exhibit D - Use Of Funds Statement		

Please send original application with requested attachments to:

City of Cocoa

Monica Arsenault, City Clerk
65 Stone Street
Cocoa, Florida 32922

These must be post marked no later than 60 days prior to the event.

If you have any questions, please call City Hall at 433-8488 . Thank You.



65 Stone Street
Cocoa, Florida 32922

DONATION APPLICATION

PART I: GENERAL INFORMATION

APPLICANT INFORMATION:

APPLICANT NAME:

Cocoa High School (CHS)

FEDERAL ID #:

59-6000522

Please attach IRS Determination Letter as support documentation Exhibit A.

ADDRESS:

2000 Tiger Tr

CITY/STATE:

Cocoa, FL

ZIP:

32926

CONTACT PERSON:

TITLE:

Contact person will be in direct contact with the City and responsible for administering the grant if awarded.

TELEPHONE #:

FAX #:

EMAIL ADDRESS:

FINANCIAL: Provide budget information for your organization by completing the attached Income/Expense Report as Exhibit B or last filed IRS 990 or 990EZ will be accepted in lieu of this financial report.

CURRENT OPERATING BUDGET:

PROJECT INFORMATION:

NAME OF PROJECT:

TOTAL

PROJECT COST: \$

9663

AMOUNT OF

MONETARY REQUEST: \$

*Neither monetary nor
in-kind may exceed \$1,000*

AMOUNT OF

IN-KIND REQUEST: \$

1000

COUNCIL DISTRICT:

☐

CITYWIDE

☐

DISTRICT 1

☐

DISTRICT 2

☐

DISTRICT 3

☐

DISTRICT 4

For more information please go to our official City web site at www.cocoafl.org

ANTICIPATED PARTICIPANTS TO BE SERVED:

60

OF COCOA RESIDENTS TO BE SERVED:

60

(20 POINTS)

NEW PROGRAM?:

☐

YES

☒

NO

(10 POINTS)

EXPANDED PROGRAM?:

☐

YES

☒

NO



Exhibit D

City of Cocoa Use of Funds Statement

(To be submitted with Donation Application)

Date: 12/17

Project Dates: 3/15 - 3/24

Organization: Science National Honor Society - CHS

Project: Collaboration with Finland

1.) Please list the In-kind services requested from the City, along with the dates and times required:

Requesting financial assistance for 6 students to
Finland to complete a Collaboration project.

Focus of project:

- Water cleanup

- Plastic pollution awareness

2.) Please list the amount of monetary funds requested from the City, describing how the requested funds are to be used, including individual costs, potential vendors, and a general description of the purposed purchases:

1000 - Funds will be used for transportation

Certification: I hereby certify that the In-kind services and/or purchases will be used to support this project.

[Signature]

Project Administrator

1-21-25

Date

Certification: I hereby certify that the In-kind services and/or purchases will be used to support this project.

[Signature]

Project Financial Officer

1-21-25

Date

Approved 04/06

Donation Application Exhibit D

PART II: EVALUATION CRITERIA

PROJECT IMPACT:

1. Please describe in detail, the proposed project objectives. Why is this project needed? Some of the issues the applicant may wish to address include, but are not limited to:

- ♦ How quality of life for Cocoa residents will be enhanced;
- ♦ Who will be served (children, seniors, families, and/or the disabled, etc.);
- ♦ How the project is unique to the Cocoa community;
- ♦ How the project meets an unmet need in the community;
- ♦ Educational and informational benefits.

Please limit response to one typed page and attach as Exhibit C.

(UP TO 50 POINTS)

2. Will any Cocoa residents be involved in the selecting, planning, and/or implementation of the proposed project? Yes ☒ No ☐ If yes, briefly describe. (10 POINTS)

6 Cocoa high students/resident will
be involved in the collaboration with
Finland

3. Briefly describe your organization's experience and ability to deliver the project as proposed and timeline for completion. (UP TO 20 POINTS)

Cocoa high school has been successful
with field trips in the past

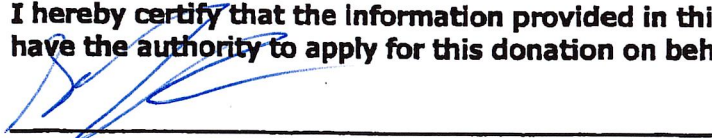
USE OF FUNDS:

Complete Exhibit E - Use Of Funds Statement describing type of funds requested (monetary and/or in-kind services), types of in-kind services required (dates and times); how requested monetary funds are to be used for the program/event, including costs, potential vendor and a general description of the proposed purchases.

NOTE: Upon completion of the event, an After Action Statement, Materials Purchase Schedule, and supporting documentation must be submitted to confirm use of City funds and services provided. Failure to do so, will result in denial of future requests.

Remember that all expenditures of grant funds will need to be accounted for by supplying copies of sales receipts, cancelled checks, and/or invoices to the City.

I hereby certify that the information provided in this application is true and accurate, and I have the authority to apply for this donation on behalf of the organization.


Signature of Authorized Representative

1/29/25
Date

SCORING CHECKLIST FOR GRANT APPLICATIONS

Organization:

Cocoa high
School-SWHS

Project Name:

Finland-
Co

SCORE

1. New or expanded program for the organization?
If Yes, the applicant receives **10 points**.

Yes ☒ No ☒

2. How many Cocoa residents will be served with this project?
Applicant can receive up to **20 points** in this section.
Majority of recipients = **20 points**;
Half of recipients served = **10 points**.

Number

3. Were Cocoa volunteer residents used in the implementation of this project?
If yes, the applicant receives **10 points**.

Yes ☒ No ☐

4. What impact will this project have on the community?

The following will be considered:

Enhances quality of life for Cocoa residents.

Programs for children, seniors, families, and/or disabled.

Unique to the Cocoa community

Fills an unmet need in the Cocoa community

Has record of community support

Educational and informational benefits

Applicant may receive up to **50 points** in this section

5. Has the applicant demonstrated the ability to execute their proposed project?
Applicant may receive up to **20 points** in this section.

Yes ☒ No ☐

6. COMMENTS:

Total Score

Minimum threshold met?:

Yes ☐

No ☐

Forwarded to City Attorney for review:

Yes ☐ No ☐

Date: _____

Meets municipal purpose?:

Yes ☐

No ☐

City Council:

Approved 04/06

Approved:

Yes ☐

No ☐

Donation Application Scoring



City of Cocoa
After Action Statement
(To be submitted after completion of project/event)

Organization: _____ **Date:** _____ **Project Dates:** _____
Project: _____

1.) Provide a follow-up to the event, including a description and success of the activity, attendance, etc: _____

2.) Were the Cocoa provided monetary funds and/or in-kind services helpful? _____

3.) Additional Comments: _____

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project. **Certification:** I hereby certify that the in-kind services and/or purchases will be used to support this project.

Project Administrator _____ **Date** _____ **Project Financial Officer** _____ **Date** _____

Attach any back up documentation, pictures, newspaper stories, etc.



Exhibit B INCOME/EXPENSE REPORT

Please provide the following information for your most current completed fiscal year.
This report must be submitted with Application Request For Funding.

Organization Name: Cocoa high school (CHS)
Fiscal Period: _____

INCOME	AMOUNT
Support	
Govt. grants	\$
Foundations	\$
Corporations	\$
United Way	\$
Individual contributions	\$
Fundraising efforts	\$ <u>7396</u>
Membership income	\$
In-Kind support	\$
Investment income	\$
Other (specify)	\$
	\$
	\$
Revenue	
Govt. contracts	\$
Earned Income	\$
Other (specify)	\$
	\$

TOTAL INCOME

\$ 7,396

EXPENSES	AMOUNT
Salaries and wages	\$
Insurance and Benefits	\$
Professional fees	\$
Fundraising costs	\$
Travel	\$ <u>9,663</u>
Equipment	\$
Printing fees	\$
Telephone/Utilities	\$
Postage	\$
Rent	\$
In-Kind expenses	\$
Depreciation	\$
Other (specify)	\$
	\$

TOTAL EXPENSES

\$ 9,663

Last Filed Federal 990 or 990EZ Form will be accepted in lieu of the above Income/Expense Report.



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8012621745C-3	10/31/2022	10/31/2027	COUNTY GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

SCHOOL BOARD OF BREVARD COUNTY
SCHOOL BOARD
2700 JUDGE FRAN JAMIESON WAY
VIERA FL 32940-6601

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

**Request for Taxpayer
Identification Number and Certification**

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) The School Board of Brevard County Florida		
	2 Business name/disregarded entity name, if different from above.		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☒ Other (see instructions) Public School District-Governmental Subdivision	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>3</u> Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ ☐		
	5 Address (number, street, and apt. or suite no.). See instructions. 2700 Judge Fran Jamieson Wav	Requester's name and address (optional)	
	6 City, state, and ZIP code Viera, FL 32940		
	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.

Social security number								
			-					
or								
Employer identification number								
5	9	-	6	0	0	0	5	2

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

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

6/21/24

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

SCHOOL BOARD OF BREVARD COUNTY
SCHOOL BOARD
2700 JUDGE FRAN JAMIESON WAY
VIERA FL 32940-6601

CITY COUNCIL AGENDA ITEM

Memo Date: February 14, 2025
Agenda Date: February 25, 2025
File ID: 2025-172
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Approve the travel request for Mayor Blake and City Manager Stockton Whitten to attend the meetings in Washington, D.C. on March 5th through the 7th to discuss the future of the Brightline Station and transportation development in Cocoa.

BACKGROUND:

Mayor Blake and City Manager Stockton Whitten intend to travel to Washington, D.C. on March 5th through the 7th regarding the future of the Brightline Station in Cocoa. The meetings will involve stakeholders, transportation agencies, and other officials to discuss the continued development and potential funding for the Brightline project in Cocoa.

The purpose of this trip is to ensure that the City of Cocoa's interests are represented in these critical discussions. Both Mayor Blake and City Manager Stockton Whitten will have the opportunity to directly engage with decision-makers and advocates, advocate for the City's priorities, and gain insights that could shape the direction of the Brightline Station project moving forward.

The estimated total expense for this travel is \$1,700, which includes airfare and accommodations.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure
Economic and Community Development

BUDGETARY IMPACT:

Budgeted? Yes/No

Source/Use of Funds <u>Account Number</u>	<u>Amount</u>
001-1000-511.40-00	\$776.56 (unbudgeted)
001-1100-512.40-00	\$865.05 (budgeted)

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

CITY COUNCIL AGENDA ITEM

Memo Date: February 20, 2025
Agenda Date: February 25, 2025
File ID: 2025-175
Prepared By: Samantha Senger, Communications & Economic Development Director
Through: Samantha Senger, Communications & Economic Development Director
Requested Action: Approve a Resolution Amending the FY25 Budget, BAF#25-039-A, in the amount of \$200,000 from Assigned Fund Balance for Economic Incentives for the following projects: NEPA Environmental Analysis for the FSP Grant for the Brightline Station, Design for the Brightline Station, and conservation credits needed for the surrounding land.

BACKGROUND:

At the Council Priorities and Planning Special Meeting held on February 18, 2024, City Council approved \$750,000 in assigned fund balance to be used for Economic Incentives. There are tasks that must be done in preparation and planning for the Brightline train station. In order to be able to take swift action as the tasks and related costs become known, staff is requesting City Council approval to budget \$200,000 of the Economic Incentives assigned fund balance. At this time the following projects need to be completed: NEPA Environmental Analysis for the FSP Grant for the Brightline Station, Design for the Brightline Station, and conservation credits needed for the surrounding land.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

Budgeted? Yes/No
If not budgeted, is amendment / transfer attached?

Source/Use of Funds
Account Number: 001-0000-389-99.50 BLTS25
Account Name: Fund Balance
Amount: \$200,000

Account Number: 001-1905-559.31-00 BLTS25
Account Name: Contract Services
Amount: \$200,000

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:



City of Cocoa Budget Adjustment Form FY 2025 - 25-039-A

SELECT ADJUSTMENT TYPE: Budget Amendment

REQUESTING DEPARTMENT #: 1905

DATE PREPARED: 2/20/25

'From' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
\$ 200,000	001-0000-389.99-50	BLTS25	Fund Balance			\$ 200,000	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
\$ 200,000	TOTAL						

'To' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
\$ 200,000	001-1905-559.31-00	BLTS25	Contract Services			\$ 200,000	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
\$ 200,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Staff is requesting Council approval to budget \$200,000 from Assigned Fund Balance for Economic Incentives, for the following projects: NEPA Environmental Analysis for the FSP Grant for the Brightline Station, Design for the Brightline Station, and conservation credits needed for the surrounding land. Agenda 25-175.

City Council Approval Needed?

Yes.



No.



DATE APPROVED: 2/25/25

RESOLUTION #: 2025-012

City Council approval is needed for all transfers greater than \$75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

Samantha Senger
Digitally signed by Samantha Senger
Date: 2025.02.20 11:54:42 -05'00'

Requestor's Signature

Lora Howell
Digitally signed by Lora Howell
Date: 2025.02.20 11:45:22 -05'00'

Finance Approval Signature

Finance Director's Signature

Samantha Senger
Digitally signed by Samantha Senger
Date: 2025.02.20 11:58:34 -05'00'

Department Director's Signature

Lora Howell
Digitally signed by Lora Howell
Date: 2025.02.20 11:45:33 -05'00'

Deputy Fin. Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered:

Entered By:

Group #:

RESOLUTION NO. 2025-012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2025; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2024, and ending on September 30, 2025, at a Regular meeting held on September 17, 2024; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

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

SECTION 1. The 2024-2025 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, at a Regular City Council meeting assembled on the 25th day of February 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date: February 5, 2025
Agenda Date: February 25, 2025
File ID: 2025-126
Prepared By: John Perrin, Senior Engineer
Through: John Walsh, Utilities Director
Requested Action: To Approve the Final Ranking of the Firms for RFQ Q-25-03-COC, Engineering Services for the Pineda Causeway Phase 2 Water Main Design Project; To Authorize the City Manager and City Attorney to Negotiate and Execute a Multi-Year Contract with the Top-Ranked Firm, and with the Second-Ranked Firm if Negotiations with the Top-Ranked Firm are Unsuccessful, in an Amount Not to Exceed \$1,335,000 for Design Services.

BACKGROUND:

On January 10, 2025, the City of Cocoa conducted a proposal opening for RFQ Q-25-03-COC. A total of two proposals were received from interested firms. A publicly-noticed Selection Committee meeting to score, rank, and select the firms was held on February 4, 2025, at 10:00 a.m. in City Hall. Each committee member confirmed their individual scoring submission and the committee approved the final ranking of the responses. The firms' scores are as follows:

1. Kimley-Horn and Associates, Inc. – Average Score 92.17
2. CHA Consulting, Inc. – Average Score 91.67

The proposed 5-mile long, 16-inch water main extension will be designed along Pineda Causeway and State Road A1A. Once constructed, this proposed infrastructure will complete a loop around the southeastern end of the water service territory, providing redundancy to the water distribution system and to critical customers such as Patrick Space Force Base. The design and permitting services will be grant funded.

Approval of a separate agenda item will be requested by Staff at a later date for engineering services during construction. The Not-To-Exceed amount of \$1,335,000 is applicable to design services only, and is not inclusive of services during construction.

Staff is requesting Council approval of this task order in order to increase resiliency in the water distribution system.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? N/A

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

PREVIOUS ACTION:

On May 14, 2024, City Council approved the City Manager to execute the grant application for the Florida Defense Infrastructure Grant offered by the Florida Department of Commerce in the amount of \$135,000.

On May 28, 2024, City Council approved the City Manager to execute the grant application for the Installation Resiliency Grant offered by the U.S. Department of Defense Office of Local Defense Community Cooperation in the amount of \$1,200,000.

On January 28, 2025, City Council approved a Resolution amending the FY2025 budget to accept grant funding for the Pineda Causeway Phase 2 Water Main Design project.

RECOMMENDED MOTION:

REQUEST FOR QUALIFICATIONS (RFQ)

City of Cocoa, Florida

ENGINEERING SERVICES FOR THE PINEDA CAUSEWAY PHASE 2 WATER MAIN INSTALLATION PROJECT



BID NO. Q-25-03-COC

**Published
Friday, November 22, 2024**

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-25-03-COC

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1. INTRODUCTION

The City of Cocoa (hereinafter referred to as “City”) is requesting Statements of Qualifications from qualified engineering firms in the state of Florida to provide the City with assistance regarding the anticipated design, permitting, procurement assistance, and services during construction of the Pineda Causeway Phase 2 Water Main Installation Project (Project). The City’s objective is to select one engineering firm (also referred to herein as “Consultant”) to serve as the engineering firm that will be required to assist the City in design, permitting, services during construction, and any other engineering related services for the Project.

The City anticipates that the design for this project will be substantially funded by two separate grants. One issued by the US Department of Defense for \$1,200,000 and the other issued by the Florida Department of Commerce for \$135,000 both attached herein as Exhibit A and Exhibit B respectively. The selected proposer is expected to be able to fully comply with the terms of the grant agreements and must provide support to the City when communicating with the granting agencies.

The City reserves the right, at its sole discretion, to select among the Respondents of this RFQ, or through other solicitation procedures, other engineering/consulting firms to handle identified professional services associated with the Project if the City deems it in the City’s best interests to do so. This solicitation shall be part of the Consultants Competitive Negotiation Act (CCNA) process as mandated in F.S.287.055 and the City of Cocoa Purchasing Policy.

RFQ DUE DATE & TIME: Friday, January 10, 2025. Qualifications packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Packages are to be received **NO LATER THAN 3:00 P.M.** Packages received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located at the reception desk in the lobby of Cocoa City Hall will be the official authority for determining the time that packages are received and for determining late responses.

No Pre-proposal meeting will be held for this project.

All RFQ information and required attachments must be executed and submitted in a sealed envelope or package. Respondent shall mark response envelope: **RFQ No. Q-25-03-COC ENGINEERING SERVICES FOR THE PINEDA CAUSEWAY PHASE 2 WATER MAIN INSTALLATION PROJECT.** Respondent’s name and return address must be clearly identified on the outside of the envelope.

The submission will be comprised of the Response Cover Page followed by the required documents in Sections I-VIII. Submittal requirements are further detailed in part 8 of this RFQ. Each section will be separated using divider tabs and bound. Three (3) additional paper copies are to be provided along with a USB drive containing a complete electronic copy of the submittal in pdf format must also be included.

These documents constitute the complete set of terms and conditions, specification requirements, and forms. Any additional information should be attached to this format or the respondent may be disqualified.

Responses submitted by facsimile or electronically will NOT be accepted. Responses which do not comply with these requirements may be rejected at the option of the City. It is the respondent’s responsibility to ensure that all submittals are in accordance with all addendums issued, if any.

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Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. The RFQ and any Addenda are available online using the Vendorlink bidding platform at <https://www.myvendorlink.com/>. Users will be required to sign up for a free account in order to access the solicitation material.

Responses not submitted in the format set forth herein shall be rejected unless otherwise explained in the response documents.

For information concerning procedure for responding to this Request for Qualifications (RFQ), contact Brian Dale, Purchasing Manager, Purchasing & Contracts Division at (321) 433-8833 or purchasing@cocoafl.gov. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services or respondent procedures will only be transmitted by written addendum.

All questions about the meaning or intent of the RFQ Documents shall be submitted in writing and directed to the City of Cocoa, 65 Stone St., Cocoa FL 32922, Attention: Brian Dale, Purchasing Manager, Purchasing & Contracts Division. Questions may also be sent via e-mail to purchasing@cocoafl.gov. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and may not be relied upon by respondent in submitting their response. **The deadline for questions is Monday, December 16, 2024 at 5:00pm.**

ANTI-LOBBYING PROVISION

COMPANIES AND PERSONS DESIRING TO RESPOND TO THIS RFQ ARE HEREBY NOTIFIED THAT ALL COMMUNICATIONS REGARDING THIS RFQ, WHETHER IN WRITING, ELECTRONIC, VERBAL, OR BY SOME OTHER MEANS, AND WHETHER MADE INDIRECTLY BY THIRD PARTIES OR DIRECTLY BY THE RESPONDENT, SHALL BE SUBMITTED TO THE CITY'S PURCHASING MANAGER, EXCEPT LEGAL MATTERS MAY BE DIRECTED TO THE CITY ATTORNEY DIRECTLY OR THROUGH THE PURCHASING MANAGER. EXCEPT AS EXPRESSLY REQUIRED BY THIS RFQ FOR FORMAL PRESENTATIONS (IF ANY), ANY INDIRECT OR DIRECT COMMUNICATIONS AND LOBBYING REGARDING THIS RFQ MADE TO MEMBERS OF THE CITY COUNCIL, MEMBERS OF THE SELECTION ADVISORY COMMITTEE, OR ANY OTHER CITY OFFICIAL ARE STRICTLY PROHIBITED AND SHALL CONSTITUTE GROUNDS FOR IMMEDIATE DISQUALIFICATION.

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2. STANDARD TERMS & CONDITIONS

- 2.1. ACCEPTANCE AND REJECTION - The City reserves the right to accept or reject any and all responses and to accept the response which best serves the interest of the City of Cocoa. The City may award sections individually or collectively, whichever is in its best interest, unless the Respondent only intends to respond for the contract in its entirety.
- 2.2. ASSIGNMENT - Neither the contract nor payment due pursuant to this RFQ may be assigned. Any attempt to assign the responsibilities and payment under this RFQ without the express prior written consent of the City of Cocoa shall be grounds for termination of the Contract.
- 2.3. AWARD - Award shall be generally made to the engineering firms that demonstrate technical capability while most closely meeting the City's needs according to the evaluation criteria and factors designated in the solicitation and under the CCNA. Further, once the City Council approves a ranking of the firms, the award will depend upon the successful Respondent(s) negotiating acceptable terms under an Engineering Services Contract. **While not included as part of the ranking of Respondent(s) in the CCNA process, Respondents are hereby notified that should a Respondent be selected to negotiate a Contract with the City, the City will be paying significant attention to cost of services being offered. The successful Respondents shall be those that are not only the most qualified firm, but the firm that has also agreed to rates, fees and charges that the City of Cocoa deems to be fair, reasonable and competitive in the market place.** If the City pursues competitive negotiations with your firm and the City can not agree on fair, competitive, and reasonable rates, fees, and charges for services required by this RFQ, the City will cease negotiations with your firm. The City will then commence negotiations with the next ranked firm until the City has awarded a Contract or rejected all of the proposals at its sole discretion.
- 2.4. OTHER AGENCIES – All Respondent(s) awarded contracts as a result of this RFQ may permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties. It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded Respondent(s).
- 2.5. CONFLICT OF INTEREST - The Respondent certifies that this response has not been arrived at collusively or otherwise in violation of federal, state or local laws. Any purchase order, check requisition or Contract from which any agent, officer or employee of the city or any relative thereof, will realize a financial gain, directly or indirectly, shall be void, except that before the execution of a purchase order, check requisition or Contract, the Council shall have the authority to waive compliance with this section when it finds such action to be in the best interest of the City.
- 2.6. CONSULTANT'S PROJECT MANAGER AND PROJECT ENGINEER – The Consultant will designate a Project Manager and Project Engineer in their submittal response to the RFQ. Both of these positions shall be qualified licensed professional engineers in the State of Florida. The Project Manager shall be authorized and responsible to act on behalf of Consultant with respect to directing, coordinating and administering all aspects of Services to be performed under this Contract. The Project Engineer shall be the lead technical resource on the assigned projects responsible for technical elements of the design and quality control. Replacement (including reassignment) of said Project Manager or Project Engineer shall not be made without the prior written approval by the City.

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- 2.7. **DEVIATION FROM SPECIFICATION** - Any deviation from specifications and submittal requirements must be clearly stated, explained in detail and accepted by the City in writing. Otherwise items offered are expected to be in strict compliance with specifications and submittal requirements and the successful response shall be held accordingly.
- 2.8. **DISCRIMINATION STATEMENT:** An entity or affiliate placed on the Discriminatory Vendor List may not submit a response for a Contract to provide goods or services to a public entity, may not submit a response on a Contract with a public entity for the construction or repair of a public building or perform any public work, may not submit Proposals for leases of real property to a public entity, may not award or perform work as a Consultant, supplier, sub-consultant, or consultant under any Contract with any public entity, and may not transact business with any public entity.
- 2.9. **ECONOMY OF PREPARATION:** The responses should be prepared simply and economically, providing a straightforward, concise description of the Respondent's qualifications and ability to fulfill the requirements of the RFQ.
- 2.10. **F.O.B. POINT** - Products and materials related to the project are to be shipped F.O.B. to the department and address as identified on Purchase Orders.
- 2.11. **INFORMALITIES** - The City of Cocoa reserves the right to both waive any minor informality in responses and to determine, in its sole discretion, whether or not a particular informality is minor.
- 2.12. **INFORMATION AND LITERATURE** - Respondents are to furnish all information and literature requested. Failure to do so may be cause for rejection.
- 2.13. **INTERPRETATIONS** - Any questions concerning conditions and specifications shall be directed to the purchasing manager. Interpretations that may affect the eventual outcome of this RFQ will be furnished in writing to all prospective potential Respondents. No interpretation shall be considered binding unless provided in writing by the City of Cocoa.
- 2.14. **NON-DISCRIMINATION** - The successful Respondent will comply with all federal and state requirements concerning fair employment and will not discriminate by reason of race, color, age, religion, sex, national origin or physical handicap.
- 2.15. **PATENTS AND COPYRIGHTS** - The Respondent will agree to hold harmless the City of Cocoa, its officers, agents and employees from liability of any kind, including cost and expenses, with respect to any claim, action, cost or judgment for patent or copyright infringements. Also, the City and any Federal awarding agency funding any part of the Contract with the successful Respondent reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for City and Federal Government purposes the copyright in any work developed under the Contract any rights of copyright that the Respondent has purchased ownership with funding from the Contract. In addition, with respect to any discovery or invention which arises or is developed in the course of or under any Contract with the City, the City shall retain ownership rights to any patent based on such discovery or invention unless otherwise agreed to by the City's City Council.
- 2.16. **PAYMENTS** - Upon acceptance of work by using department of the City, employees and others, it is understood and agreed that orders and services shall be shipped and performed

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at the established Contract prices. Invoicing in variance with this will subject the Contract to cancellation. The City shall make payment to the Consultant in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes. The City reserves the right, with justification, to partially pay any invoice submitted by the Consultant when requested to do so by the using City department. Unless otherwise directed in the Contract for services, **all invoices shall be directed to the Accounts Payable Section, City of Cocoa, 65 Stone St., Cocoa, FL 32922, with a copy directed to the City department using the services.**

NOTE:ALL INVOICES MUST CLEARLY INDICATE THE CITY PURCHASE ORDER NUMBER.

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

2.18. PUBLIC RECORDS: Florida law provides that municipal records shall, at all times, be open for personal inspection by any person. Section 119.01, Florida Statutes (The Public Records Law). Unless otherwise provided by the Public Records Law, information and materials received by the City in connection with an RFQ response and under any awarded Contract shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for under section 119.07, Florida Statutes and other applicable laws. If the Respondent believes any of the information contained in his or her response is exempt from the Public Records Law, then the Respondent must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records. In addition, the Respondent shall make available to the City (and if any part of any Contract awarded under this RFQ is funded by the Federal government, the Federal Grantor agency, the Comptroller General of the United States), or any of their duly authorized representatives to any books, documents, papers, and records of the Respondent which are directly pertinent to any Contract awarded under this RFQ for the purpose of making audit, examination, excerpts, and transcriptions. All records shall be retained for a minimum of three (3) years after the City makes final payment under the Contract awarded under this RFQ and all other pending matters are closed by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (321) 433-8484; marsenault@cocoafl.gov City Clerk's Office, 65 Stone Street, Cocoa, FL, 32922.

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- 2.19. TAX EXEMPTIONS - The City of Cocoa is tax exempt. The City of Cocoa's tax-exempt number is 85-8012621548C-8.
- 2.20. TERMINATION FOR CAUSE: If a Respondent is awarded a Contract under this RFQ, the successful Respondent is hereby on notice that the Contract shall be subject to termination in the event that the Respondent breaches the Contract, or Respondent fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Respondent is declared bankrupt or insolvent, or Respondent is found to have committed fraud or any other unlawful act against the City or another party. The City may, upon written notice to the Respondent, terminate the right of the Respondent to proceed under the Contract, and may hold the Respondent liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Respondent under the Contract shall, at the option of the City, become the City's property and the Respondent shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Respondent, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the Respondent, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the amount of damages due to the City from the Respondent can be determined.
- 2.21. TERMINATION FOR CONVENIENCE: If a Respondent is awarded a Contract under this RFQ, the successful Respondent is hereby on notice that the Contract shall also be subject to termination for convenience by the City. The City reserves the right, in its best interest as determined by the City, in its sole discretion, to cancel the Contract by giving written notice to the Respondent thirty (30) days prior to the effective date of such cancellation.
- 2.22. TIME FOR CONSIDERATIONS – All Proposals will be considered after the time and date set for the opening of the Proposals and for a period up to ninety (90) days thereafter.
- 2.23. TRADE SECRETS - Respondents should not send trade secrets. If, however, trade secrets are claimed by any Respondent, they will only be considered trade secrets in accordance with Florida law. Respondent must mark any trade secret information submitted to the City as Confidential prior to such submittal. If a Respondent fails to submit a claim of trade secrets to the City before obtaining the City's Contract, any subsequently-claimed trade secrets will be treated as public records and will be provided to any person or entity making a public records request for the information (section 119.01, Florida Statutes).

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3. SPECIAL CONDITIONS

- 3.1. ADDENDUM AND AMENDMENTS TO REQUEST FOR QUALIFICATIONS: If it becomes necessary to revise or amend any part of this Request for Qualifications, the City's Purchasing & Contracts Division will furnish the revision by written Addendum to all prospective Respondents who are recorded with the City as having received an original Request for Qualifications. Addenda information will be posted on Vendorlink at <https://www.myvendorlink.com/>. Respondents are responsible to check this location for updates.
- 3.2. COMMITTEE MEETINGS/PRESENTATIONS INFORMATION: The Notice of Committee Meetings/Presentations is generally posted at least seventy-two (72) hours in advance of such meetings/presentations. However, the City reserves the right to hold Committee meetings with less notice if necessary upon reasonable notice. Proposers are responsible to check the following locations for updates on this proposal's status: on the bulletin board located in the main lobby of the City Hall building at 65 Stone St., Cocoa, FL 32922; or on the City's Web Page <http://www.cocoafl.org>, under the City Clerk. City Council meetings, at which matters regarding this RFQ may be considered, are noticed by the City Clerk's office under the general rules and procedures of the City Council.
- 3.3. INDEMNIFICATION STATEMENT – By submitting a response document signed by an authorized agent of the Respondent, Respondent (Consultant) acknowledges and accepts the terms and conditions of the following Indemnification Statement in the event of Contract award:

“For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Consultant shall indemnify, hold harmless and defend the City of Cocoa and its elected and appointed officers, agents, officials, attorneys, representatives and employees (hereinafter the “City”) from and against any and all liability, loss, cost, damages, expenses, injuries (including death), claim or actions, of whatever type, including but not limited to reasonable attorney's fees in any legal proceeding through trial and appeal, which the City may hereafter sustain, incur or be required to pay, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant, its agent(s), vendors, representatives, servants, employees, or other persons employed or utilized by the Engineer in the execution, performance or non-performance or failure to adequately perform Consultant's obligations pursuant to this RFQ and any subsequent contract, including any Task Order.

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

- 3.4. LIMITATION OF LIABILITY STATEMENT – By submitting a response document signed by an authorized agent of the Respondent, Respondent acknowledges and accepts the terms and conditions of the following Limited Liability Statement in the event of Contract award:

“The City desires to enter into this Contract only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the Contract, so that the City's liability for any breach never exceeds the sum of any Contract amount that is owed by the City for services actually

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

- 3.5. **PROPOSER EXPENSES** - No out-of-scope services shall be provided in the absence of prior, written authorization in the form of a written supplemental Contract and issuance of an appropriate amendment to the Contract. The City will not pay a retainer or similar fee. The City is not responsible for any expenses that Respondent may incur in preparing and submitting responses called for in this request. The City will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the Respondent. The City will not be liable for any costs incurred by the Respondent in connection with any interviews/presentations (i.e., travel, accommodations, etc.).
- 3.6. **REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION:** The Respondent shall furnish such additional information/clarification as the City may reasonably require. This includes, but is not limited to, information that indicates financial resources as well as the ability to provide and maintain the services requested. The City reserves the right to make investigations of the qualifications of the Respondent as it deems appropriate including, but not limited to, a background investigation of service personnel to be conducted by the City of Cocoa Police Department or its designees.
- 3.7. **TERMS:** The contract awarded and entered into under this RFQ shall continue until sixty (60) days after final completion of the project which includes construction services unless terminated earlier in accordance with the terms of the agreement. However, the City will reserve the right to extend the Contract beyond that period if the City Council determines that extension is required based upon public necessity to complete a pending task related to this RFQ or as otherwise deemed necessary in the best interests of the City at the City's sole discretion. The Selected Consultant will be required to execute a written agreement on a form prepared by and acceptable to the City Attorney. Under no circumstances whatsoever shall a contract be formed between the City and a selected consultant until such time the written agreement is approved by the City Council at a public meeting and executed by the consultant.
- 3.8. **TRUTH-IN-NEGOTIATIONS:** Pursuant to section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in section 287.017, Florida Statutes for CATEGORY FOUR, the City shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting.
- 3.9. **PROHIBITION AGAINST CONTINGENT FEES:** Each contract entered into by the City for professional services must contain a prohibition against contingent fees, which reads as

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follows: “The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.” For each breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

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4. STANDARD INSURANCE REQUIREMENTS

All qualified firms **MUST** provide written proof of insurance and demonstrate that they maintain all applicable insurance coverage as specified below as a condition precedent to contracting with, and performing any work for, the City of Cocoa. **Copies of all applicable current insurance certificates must be attached to the Respondent's submittal.**

Excluding professional liability policies which prohibit naming the City as an additional named insured, the Certificate of Insurance must be made to the City of Cocoa, 65 Stone St., Cocoa, FL 32922 and should reference the operation and must name the City as an additional insured.

Prior to renewal, non-renewal, cancellation, or change or modification of any insurance policy, at least 30 days advance written notice shall be given to the City of Cocoa.

All Certificates of insurance shall be approved by the City **prior** to the commencement of any work. Minimum coverage with limits and provisions are as follows:

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

It is required that individuals and firms Contracting with the City of Cocoa, where the total contract or job value is LESS than \$15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than \$200,000 and with a deductible amount not greater than \$5,000. It is further required that the City of Cocoa be named as an additional insured to the Consultant's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

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

It is required that individuals and firms contracting with the City of Cocoa, where the total Contract or job value is \$15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than \$1,000,000.00 and with a deductible not greater than \$5,000. It is further required that the City of Cocoa be named as an additional insured to the Consultant's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

**4.3. AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL
CONTRACTS:**

It is required that individuals and firms contracting with the City of Cocoa who own licensed motor vehicles that will be utilized in connection with any City contract or job maintain automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is further required that individuals and firms contracting with the City of Cocoa who lease, rent, or borrow licensed motor vehicles that will be utilized in connection with any City contract or job be required to maintain non-owned or hired automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

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

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance in a minimum amount of \$3,000,000.00 per occurrence and in the aggregate, with a deductible not greater than \$50,000.00.

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4.5. ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

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

4.6. WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms must demonstrate that they have worker's compensation coverage at levels required by Florida law.

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5. GENERAL INFORMATION

The City is requesting Statements of Qualifications (known as “the proposal”) from qualified engineering firms in the state of Florida. In addition, the City reserves the right, at its sole discretion, to select among the Respondents of this RFQ or through other procedures, other engineering/consulting firms to handle component parts of the anticipated utility projects if the City deems it in the City’s best interests to do so. This solicitation shall be part of the Consultants Competitive Negotiation Act process as mandated in Section 287.055, Florida Statutes and the City of Cocoa Purchasing Policy.

The engineering firm selected will serve as the City’s consultant for the Project including, but not limited to, the services described in the Scope of Services. The selected consultant will enter into a contract for the Term indicated in Section 3.7 with the City if recommended by City staff after successful contract negotiations and approved by City Council in its sole discretion. However, the Consulting Professional Services Agreement shall be subject to termination for convenience by the City. The City reserves the right to select one or more consultants. Once under Contract, the City may award work on a task order basis to the contracted engineering firm for different phases of the project, such as design services phase and services during construction phase. The City reserves the right to award task orders at the City’s sole discretion as it deems to be in the City’s best interest.

The selected engineering firm will be required to enter into an Engineering Services Contract in a form approved by the City Attorney and City Council, and at rates, fees, and charges determined by the City, in its sole discretion, to be fair, competitive and reasonable. Under no circumstances whatsoever shall a contract be formed between the City and a selected consultant until such time the written agreement is approved by the City Council at a public meeting and executed by the consultant. Respondents are required to list and introduce by resume and during presentations all lead members of their team and there will be specific requirements for the engineering firm’s selected project manager and project engineer.

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6. PROJECT DESCRIPTION

6.1. Engineering Design and Specifications:

The Engineer of Record will prepare engineering drawings consisting of plan and profile sheets, standard notes and details for the extension of a 16-inch water main starting on Pineda Causeway (S.R. 404), near and just west and south of Patrick Space Force Base (PSFB). The design will include right-of-way survey for the proposed water line corridor that will include all existing underground utilities, soft dig excavations, and all above ground features, utility junction boxes, electric poles and trees etc. Any underground utilities noted will need to be detailed out in sufficient detail either through as built research available or field located for elevations and diameter to avoid conflicts in the proposed water line route. The water main will continue east for approximately 6,000 feet until it reaches the S.R. A1A right-of-way. The water main will turn north and continue approximately 22,500 feet until it reaches the existing 24-inch water main that is currently serving PSFB. The design will include all connections to existing water mains, and a new outlet connection for a future meter on the south side of PSFB in the Pineda Causeway right-of-way. The design will also include a bidding schedule of values with quantities and a construction cost estimate. A specification document is required that will detail all materials, fittings, restoration, concrete and underground details to provide sufficient information for proper bidding and construction including how each line item is measured and paid, and a detailed description of each line item. The specification lines will correlate directly to the bidding line items.

6.2. Permitting:

The proposed water line will be constructed in the Pineda Causeway and S.R. A1A rights-of-way and will require permits from the Florida Department of Transportation (FDOT). All water main extensions are required to be permitted through Florida Department of Environmental Protection (FDEP). In addition, the water main work will require a letter of approval from Patrick Space Force Base. Other permitting requirements may be necessary and shall be determined by the selected engineering firm.

6.3. Grant:

Grant funding may be available for the design of the project warranting certain project requirements. The selected engineering firm shall comply with all applicable requirements and assist the City with compliance. The selected engineer must comply with all terms and conditions set forth in the grant agreements attached herein as Exhibit A and Exhibit B. Additionally, the selected engineering firm shall have (a) construction plans completed by May 15, 2026, and (b) all permits acquired and the design project fully completed by September 15, 2026.

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7. SCOPE OF SERVICES

The selected engineering firm may be asked to perform any engineering services related to the Project. The engineering services that are required shall include, but are not limited to, the following:

- 7.1. Engineering evaluation and/or design and specifications for the water main installation project, as well as engineering services during construction which may be performed as a separate task order under this same RFQ
- 7.2. Design Services
 - a. Provide 30%, 60%, 90%, and 100% design specifications and plans
 - b. Provide engineering cost estimates
 - c. Perform permitting with applicable local, state, and federal agencies
- 7.3. Bidding and Procurement Support Services
 - d. Procure contractor services including providing Requests for Additional Information (RAIs) and engineer's recommendations.
- 7.4. Construction Phase Services
 - e. Perform engineering services during construction such as shop drawing review, responses to requests for information, progress meeting management, project management support, Engineer of Record, and inspection services.
 - f. Periodic site visits
 - g. Testing
 - h. Certification of Construction
 - i. Signed and sealed record drawings
 - j. Resident Engineer and reporting, if required
 - k. Construction Management and Inspection, if required
- 7.5. Environmental impact assessments, including wetlands monitoring, if necessary
- 7.6. Planning Evaluations/Studies, if required for design
- 7.7. Hydraulic modeling, if required for design
- 7.8. Materials Testing
- 7.9. Geotechnical Investigations
- 7.10. Surveying Services including utility subsurface investigations if necessary
- 7.11. Grants Assistance and state/federal funding assistance if required
- 7.12. Miscellaneous services including public relations assistance, design review, and program management services
- 7.13. Additional professional services as requested

NOTE: Any of the services referenced above may be tasked to the selected engineering firm or another engineering or consultant selected by the City at its sole discretion. The City reserves the right to solicit proposals for any project and award a Contract for consulting services for such project separate and apart from the Contract entered into pursuant to this RFQ.

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8. RFQ SUBMITTAL DOCUMENTS

For the response to be considered complete and timely, Respondent must submit ONE (1) original marked "ORIGINAL", One (1) USB copy, and Three (3) paper copies of the proposal must be received by the City of Cocoa on or before 3:00 P.M., Friday, January 10, 2025.

The submission will be comprised of the Response Cover Page followed by the required documents in Sections I-VIII. Each section will be separated using divider tabs and bound. A USB drive containing a complete electronic copy of the submittal in pdf format must be included.

Respondents must include the following information in their proposal:

RFQ Submittal Acknowledgement: Respondent will complete the acknowledgement and agree to the terms and conditions therein.

Section I - Cover Letter: The response shall contain a cover letter signed by a person who is authorized to commit the Respondent's offer to perform the work included in the RFQ and should identify all materials and enclosures being forwarded in response to the RFQ. **(Limited to 2 pages)**

Section II - Table of Contents: The Table of Contents shall provide a listing of all major topics, their associated section number, and starting page. **(Limited to 2 pages)**

Section III - Company/Firms and Subconsultant Qualifications and Capabilities: The Company Qualifications and Capabilities section of the proposal shall be **limited to four (4) typewritten pages**. The purpose of this section is to provide a brief discussion of Respondent's business history and description of the firm's abilities and capabilities to perform Tasks described in the RFQ. The section should also include a summary of current and projected workload of the project team including the designated project manager and project engineer and statements addressing the following:

- 1) Responsiveness of the prime firm to satisfy the requirements of this RFQ, especially the Scope of Services and Minimum Qualifications set forth in Section 6;
- 2) The firm should detail its experience working on grant funded projects including its knowledge of Federal and State reporting requirements.
- 3) The sufficiency of the financial resources and ability of the firm's personnel to perform the Contract or service;
- 4) Whether the firm has performed similar Contracts within the time and budget specified, without delay or interference;
- 5) The character, integrity, reputation, judgment, experience and efficiency of the firm;
- 6) The previous and existing experience and compliance by the firm with the laws and ordinances relating to the scope of services;
- 7) The number, frequency, and outcome of any professional malpractice and other claims related to services rendered that are made against the firm in any administrative, license, court, or other legal proceeding within the last five (5) years; and
- 8) Whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act.

Section IV - Project Team Qualifications and Experience: The Project Team Qualifications and Experience section of the proposal will be **limited to 8 pages** and shall include the following:

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- Provide an overview of the project team qualifications and experience (**Limited to 1 page**)
- Provide an organizational chart designating Consultant's Principal-In-Charge, Project Manager, Project Engineer, Key Personnel and any sub-consultants. (**Limited to 1 page**)
- Prepare Form A for the Proposed Project Manager.** Form A requires the consultant to provide three (3) projects demonstrating the proposed project manager's experience. List up to three SIMILAR PROJECTS, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST TEN (10) YEARS, which most closely match the scope of work in this RFQ, as identified in similar project description, wherein the proposed Project Manager has performed IN THE SAME CAPACITY with your firm, or other firms. LIST THE ONE PROJECT MANAGER ONLY AS INDICATED ON THE ORGANIZATIONAL CHART. The Consultant shall ensure that the basic description of the similar project, including all required performance requirements and/or dimensions are *identified* and that the elements are adequately explained in the text.
- Prepare Form B for the Proposed Project Engineer.** List up to three (3) similar projects, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST TEN (10) YEARS, which most closely match the scope of work in this RFQ, as identified in similar project description, wherein the proposed project engineer has performed IN THE SAME CAPACITY with your firm, or other firms. LIST THE ONE PROJECT ENGINEER ONLY AS INDICATED in the Organizational Chart. The Proposer shall ensure that the basic description of the similar project, including all required performance requirements and/or dimensions are *identified* and that the elements are adequately explained in the text.

Section V - Past and Present Experience and Performance on Projects. The experience and performance on Projects section of the proposal will be **limited to 6 pages** and shall include the following:

- Provide a summary of project team's experience on projects (**Limited to 1 page**)
- Prepare Form C for the Proposed Project Team.** List up to five similar projects, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST TEN (10) YEARS, which most closely matches the scope of work in this RFQ. The Respondent(s) shall ensure that the basic description of the similar project, including all required performance requirements and/or dimensions are *identified* and that the elements are adequately explained in the text. (**Limited to 5 pages as Form C**)

Section VI - Project Approach: The purpose of the Project Approach is to provide preliminary insight into what specific design considerations the Respondent would consider for this project, how the Respondent would sequence the primary work tasks, manage multiple projects, effectively communicate with the City, provide quality assurance and quality control, and provide innovative ideas, and **how the respondent would satisfy the grant schedule requirements** as indicated in Section 6.3 (**Limited to 3 pages**)

Section VII - Resumes: Resumes of key personnel on the project team indicating specific skills and experience related to the scope of work of the RFQ. (**Limited to 5 pages**)

Section VIII - Required Proposal Submittal Forms and Statements: This section of the proposal is where the following forms and statements will be located. Use the RRQ form template where provided

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- 1) Location **(form provided)** The Company/Firm's office, and the residences of both the Project Manager and Project Engineer shall reside within 75 miles of the City of Cocoa defined as City Hall, 65 Stone Street, Cocoa, Florida. Include the Affidavit of the Project Manager and Project Engineer Locations
- 2) Affidavit of Existing or Prior Contracts with the City **(form provided)**
- 3) Affidavit of Other Applicable Mandatory Criteria **(form provided)**
- 4) Scrutinized Company Certification **(form provided)**
- 5) Drug Free Workplace Form **(form provided)**
- 6) Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions **(form provided)**
- 7) Non-Collusion/Lobbying Certification **(form provided)**
- 8) Organizational Information **(form provided)**
- 9) E-Verify Affidavit **(form provided)**
- 10) FEMA Rider **(form provided)**
- 11) Flow down of Terms and Conditions from the Federal Regulations and/or Grant Agreement **(form provided)**
- 12) Business Reference List **(form provided)**
- 13) Standard Terms and Conditions/Special Condition Modification Requests **(Proposer provided letter detailing exceptions)**
- 14) Copy of business licenses
- 15) Certificates of Insurance (see RFQ terms 4.1-4.6)
- 16) If applicable, Minority Business Enterprise certification

These materials will not be counted against the submittal's total page limit provided that they are all collected under a separate tabbed section of the submittal and labeled 'Required Proposal Forms and Statements'.

Written Response to the RFQ: When compiling the responses, sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page; proposals **should NOT be permanently bound**; should allow flat storage; and sections should be compiled in the sequence list above. **The Maximum number of pages shall be 33 pages**, not including tabs/dividers nor Section 8 the "Required Proposal Submittal Forms and Statements" section.

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9. RFQ TIMELINE

The City reserves the right to establish and change the schedule of the RFQ process at any time, with or without notice and without penalty. However, the **anticipated** schedule for this RFQ is as follows:

Solicitation Schedule		
STEP	STAGE	DATE
1	RFQ Issued and Advertised	November 22, 2024
2	Deadline for Respondent Questions	December 16, 2024
3	Responses/Addendum Issued by City	December 27, 2024
4	RFQ Submission Deadline	January 10, 2025
5	Short List Selected for Presentations (if required)	January 22, 2025
6	Presentations (if required)	January, 29, 2025
7	Final Ranking and Recommendation of Firms by Advisory Selection Committee	February 3, 2025
8	City Council Approval of Selected firm(s)	February 11, 2025
9	Contract Negotiated and Executed	February 28, 2025

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10. PRESENTATIONS

In general, the City wishes to avoid the expense to the City and to Respondents of unnecessary oral presentations. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no top-ranked firms can be clearly identified by review of the written submittals alone, then the Advisory Selection Committee may schedule presentations.

If the City chooses to conduct oral presentations with one or more of the Respondents, the presentations will be held before the Advisory Selection Committee at a duly noticed meeting which may be open to the public. Minutes of the meeting will be prepared and the meeting shall be tape recorded in accordance with s. 286.0113, Florida Statutes. The following general guidelines will be used during the presentations:

The City will establish the presentation schedule and Respondents will be notified at least seven (7) calendar days in advance of the date, time and place of the presentations. Respondents are required to be available for the presentations and top members of the Respondent's team that will be working on and supervising the project are also expected to be present at the presentation and be available for questions.

The City will attempt to allot equal time for each Respondent divided into three sequential parts: (1) Introductory presentation by the Respondent (5 Minutes); (2) Questions and Answers between members of the ASC and the Respondent (10 Minutes); and (3) Brief closing remarks by the Respondent (5 Minutes). The time allotted for the presentation will be deemed the maximum time and no firm will be penalized for using less than the allotted time. The City reserves the right to go over the allotted time at any presentation to the extent that the Advisory Selection Committee deems it necessary to continue the question and answer period of the presentation related to Respondent's relevant qualifications and the criteria, and factors set forth in the RFQ.

Oral presentations will provide an opportunity for key members of the Respondent's team to demonstrate their, and their firm's, ability to communicate succinctly, efficiently, effectively, creatively, and economically about the requirements of this RFQ, and to demonstrate that their skills, qualifications, and character are compatible and consistent with the City's requirements and objectives set forth in this RFQ.

After the presentations, the Advisory Selection Committee will deliberate and prepare a recommended ranking of the qualifications of the Respondents that presented based on the written proposals and the presentations. The deliberations and recommendation may not occur at the presentation session, and will likely occur at a subsequently noticed meeting of the Advisory Selection Committee. The final ranking will be submitted to the City Council as a recommendation only. The City Council has the right to accept, reject, or modify the recommendation as it deems in the best interests of the City of Cocoa. The City Council will render, at its sole and absolute discretion, the final decision on the ranking received from the Advisory Selection Committee and make selection of Consultants for contract negotiations and the award of any and all Contracts under this RFQ. The City Council's decision shall constitute the final decision of the City of Cocoa regarding this RFQ.

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11. EVALUATION PROCEDURE AND CRITERIA

All responses will be subject to a review and evaluation process under the CCNA procedure set forth in the Florida Statutes. It is the intent of the City that all engineering firms and consultants responding to this RFQ who meet the requirements contained in this RFQ shall be ranked, at the City's sole and absolute discretion, in accordance with the criteria and factors established in these documents. The City will consider all responsive and responsible responses received in its evaluation and award process.

Submittals will be scored and weighted using the evaluation rating range table and cumulative point system (the maximum attainable score is 100 points) as follows:

1- Firm's Qualifications (Section III) – 20 Points

2- Project Team's Qualifications (Section IV, VII) – 25 Points

3- Experience and Performance (Section V) – 25 Points

4- Project Approach (Section VI) – 13 Points

5- Location of Firms Office, Project Manager and Project Engineer (Section VIII) – 15 Points

***The Project Manager, the Project Engineer, and their office should reside within 75 miles of the City of Cocoa City Hall. If any listed above are located outside of the 75-mile radius, then zero points will be awarded.**

6- Whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act. (2 Points)

The City may, at its discretion, seek clarification of any aspect of a Consultant's submittal. Selection shall be made of the Consultants that demonstrate capability while most closely meeting the City's needs according to the requirements of this RFQ and the evaluation criteria and factors designated herein. Further, once the City Council approves a ranking of the firms, the award will depend upon the successful Respondents negotiating acceptable terms under a Consulting Professional Services Agreement. **While not part of the ranking part of the RFQ process, Consultants are hereby notified that should a Respondent be selected to negotiate a contract with the City, the City will be paying significant attention to cost of services being offered.** If the City pursues competitive negotiations with your firm and the City cannot agree on fair, competitive, and reasonable rates, fees, and charges for services required by this RFQ, the City will cease negotiations with your firm. The City will then commence negotiations with the next ranked firm or firms until the City has awarded a contract or rejected all the proposals at its sole discretion.

While the City intends to enter into a contract with the most qualified Consultant, subject to successful negotiation of acceptable terms of a contract, the City reserves the right to supplement the number of selected Consultants and enter into further additional contracts should certain areas of requested engineering expertise either (1) not be offered at all by the most qualified Consultant; or (2) if there are not an adequate number of engineering firms offering certain areas of expertise, in the City's sole discretion and determination.

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12. OTHER APPLICABLE MANDATORY CRITERIA

The following represent additional mandatory criteria (See Section VIII):

- 1)The firm is licensed to practice in Florida and said license is in good standing.
- 2) The firm has no legal or professional conflict of interest with regard to any other work performed by the firm for the City of Cocoa or for any other person or entity or with respect to the scope of services required by this RFQ.
- 3) The firm adheres to the instructions and requirements in this RFQ in preparing and submitting the response including, but not limited to the Anti-Lobbying provision.

EACH RESPONDENT SHALL BE REQUIRED TO ADDRESS THE OTHER APPLICABLE MANDATORY CRITERIA IN WRITING AS PART OF THE RFQ SUBMITTAL PACKAGE. IF ANY OF THE FACTORS OR CRITERIA IS NOT APPLICABLE, THE RESPONDENT IS INSTRUCTED TO WRITE “NOT APPLICABLE” AS AN ANSWER.

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RFQ SUBMITTAL ACKNOWLEDGEMENT



Finance Department
Purchasing & Contracts Division
65 Stone St.
Cocoa, FL 32922

ISSUANCE DATE:

Friday, November 22, 2024

PROPOSALS MUST BE RECEIVED PRIOR TO:

Friday, January 10, 2025, 3:00PM

PURCHASING DIVISION CONTACT:

Brian Dale
(321) 433-8833
purchasing@cocoafl.gov

PLEASE COMPLETE THE FOLLOWING AND SUBMIT THIS FORM WITH YOUR PROPOSAL	
Vendor Name:	List of Deviations (if any) attached Yes___ No___ If submitting a “NO RESPONSE”, state reason: _____ _____
Address:	
City, State, Zip:	
Primary Contact:	
Phone Number:	
E-Mail Address:	
FEIN Number:	

Response packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Responses received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located in the lobby of the Office of the Purchasing Manager will be the official authority for determining late responses.

One (1) original (MARKED “ORIGINAL”), Three (3) paper copies, and One (1) electronic copy on a USB drive of all responses and required attachments must be executed and submitted in a sealed envelope. Respondent shall mark response envelope, **RFQ #Q-25-03-COC ENGINEERING SERVICES FOR PINEDA CAUSEWAY PHASE 2 WATER MAIN**

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INSTALLATION PROJECT. Respondent name and return address must be clearly identified on the outside of the envelope.

By submitting an RFQ proposal and executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of Respondent to submit this RFQ package to the City of Cocoa, and bind the Respondent to the terms and conditions of this

RFQ. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the RFQ Package and all subsequently issued addendums. Further, Respondent certifies, represents, and warrants that all information contained in Respondent's RFQ submittal is accurate and truthful and that the City of Cocoa will rely on said information during the RFQ process. Respondent further understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification. Additionally, Respondent agrees that the City of Cocoa shall have the sole discretion to rank Respondents to this RFQ.

The final ranking of the qualifications of all Respondents by the City does not guarantee that any of the highest ranked Respondents will be selected to perform the services required by this RFQ. The City, at its sole discretion, will initiate negotiations to enter into a written Contract with the selected Respondent pursuant to this RFQ and in accordance with the Consultants' Competitive Negotiation Act, s. 287.055, Florida Statutes. Said Contract shall be approved by, and at the sole discretion of, the City Council of Cocoa, and shall depend on numerous factors such as any successful Respondent offering fair, competitive and reasonable prices for their services and the Respondent's ability to accept the terms and conditions required by the City. Further, Respondent agrees that the City has the right to reject, for any reason and without penalty, any and all submittal packages prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced under this RFQ with any Respondent at any time, including after selection of certain Respondents for negotiation. Selected Respondents will be required to execute a written agreement on a form prepared by and acceptable to the City Attorney. Under no circumstances whatsoever shall a contract be formed between the City and a selected Respondent until such time the written agreement is approved by the City Council at a public meeting and executed by the Respondent.

Respondent shall bear all costs associated with preparing and responding to this RFQ. The City of Cocoa will provide no compensation for such costs.

During the RFQ process, Respondent consents to the City of Cocoa conducting credit and corporate background checks on the Respondent. Further, the Respondent hereby consents and authorizes the City to contact any and all previous clients, and references, of Respondent to inquiry about the Respondent's past or current performance on any other project that the City deems to be relevant to the services requested under this RFQ.

Respondent expressly acknowledges and represents and warrants that it will comply with the Anti-Lobbying requirement of this RFQ which is set forth in Section I of this RFQ.

Addendum Acknowledgements [List addenda number and date]:

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THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS RFQ AS IF SET FORTH ABOVE.

Name of Respondent

Title

Authorized Signature

Date

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SECTION I – COVER LETTER

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SECTION II – TABLE OF CONTENTS

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SECTION III – FIRM’S QUALIFICATIONS

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**SECTION IV – PROJECT TEAM’S
QUALIFICATIONS**

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**FORM A
PROJECT EXPERIENCE OF PROJECT MANAGER
(PAGE 1 of 3)**

Proposed Project Manager: Name: _____

1. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

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**FORM A
PROJECT EXPERIENCE OF PROJECT MANAGER
(PAGE 2 of 3)**

Proposed Project Manager: Name: _____

2. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

**CITY OF COCOA
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**FORM A
PROJECT EXPERIENCE OF PROJECT MANAGER
(PAGE 3 of 3)**

Proposed Project Manager: Name: _____

3. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

**CITY OF COCOA
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**FORM B
PROJECT EXPERIENCE OF PROJECT ENGINEER
(PAGE 1 of 3)**

Proposed Project Engineer: Name: _____

1. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

**CITY OF COCOA
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**FORM B
PROJECT EXPERIENCE OF PROJECT ENGINEER
(PAGE 2 of 3)**

Proposed Project Engineer: Name: _____

2. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

**CITY OF COCOA
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**FORM B
PROJECT EXPERIENCE OF PROJECT ENGINEER
(PAGE 3 of 3)**

Proposed Project Engineer: Name: _____

3. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

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SECTION V - PROJECT EXPERIENCE

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**FORM C PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 1 of 5)**

1. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

**CITY OF COCOA
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**FORM C: PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 2 of 5)**

2. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

**CITY OF COCOA
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**FORM C: PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 3 of 5)**

3. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

**CITY OF COCOA
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**FORM C: PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 4 of 5)**

4. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

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**FORM C: PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 5 of 5)**

5. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

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SECTION VI – PROJECT APPROACH

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SECTION VII – RESUMES

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SECTION VIII – OTHER REQUIRED FORMS

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BUSINESS REFERENCE LIST

The firm shall provide a minimum of three (3) business related references for which they are currently providing, or have provided within the last ten (10) years, engineering services similar to the scope of services required by this RFQ.

1. Company Name _____
Contact Name and Title _____
Address _____
Phone Number _____
Duration of Contract or business relationship _____

2. Company Name _____
Contact Name and Title _____
Address _____
Phone Number _____
Duration of Contract or business relationship _____

3. Name _____
Contact Name and Title _____
Address _____
Phone Number _____
Duration of Contract or business relationship _____

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**AFFIDAVIT OF LOCATION OF PROJECT MANAGER AND
PROJECT ENGINEER**

(PAGE 1 OF 2)

Proposers shall complete and submit the information below to clearly identify the location of the Project Manager and Project Engineer designated in the organizational chart required in Section III RFQ Submittal Requirements. All proposers shall complete and sign the pages of this form concerning location. **NOTE THE AFFIDAVIT/ NOTARIZATION REQUIREMENT (page 2).**

1. Current domicile of Project Manager:

Name		
Address		
City, State, Zip		
County		
Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32922? Yes No		

2. Current domicile of Project Engineer:

Name		
Address		
City, State, Zip		
County		
Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32922? Yes No		

3. Firm's Office Location:

Company		
Address		
City, State, Zip		
County		
Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32922? Yes No		

**CITY OF COCOA
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**AFFIDAVIT OF LOCATION OF PROJECT MANAGER AND PROJECT
ENGINEER**

(PAGE 2 OF 2)

AFFIDAVIT

Under penalties of perjury, I swear that the preceding location information is true and correct. I also acknowledge that any material misrepresentation will be grounds for terminating for default any Contract, which may have been awarded due in whole or part to such misrepresentation. I also understand that false statements may result in criminal prosecution for a felony of the third degree per Section 92.525(3), Florida Statutes.

_____ Authorized Signatory	_____ Name of Proposer
_____ Typed or Printed Full Name	_____ Date
_____ Title	

On this _____ day of _____, 20__, before me appeared (name)_____, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm)_____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission Expires _____

(seal)

Date _____

State of _____

County of _____

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**AFFIDAVIT OF EXISTING AND PRIOR CONTRACTS WITH THE
CITY OF COCOA**

STATE OF _____

CITY OF _____

BEFORE ME, the undersigned authority, this day personally appeared _____, who, after first being duly sworn, upon oath, deposes and says:

1. My name is _____ and I am over the age of eighteen (18) years.

2.I have personal knowledge of the facts contained in this Affidavit, and I know these facts to be true and correct.

3.I currently serve in the position of _____ for _____ (hereinafter “Respondent”) and have been employed by Respondent since _____.

4.I am familiar with one of the factors in the Consultants Competitive Negotiations Act (“CCNA”; section 287.055, Florida Statutes) that requires the City of Cocoa to generally consider the volume of work previously awarded each firm by the City of Cocoa when awarding new Contracts under the CCNA with the object of effecting an equitable distribution of Contracts among qualified firms, provided the distribution does not violate the principle of selection of the most highly qualified firm; and

5. I am familiar with the client base and the various Contracts for services entered into by Respondent, and have knowledge of whether or not there are any existing and/or prior Contracts within the past three (3) years between the City of Cocoa, Florida and Respondent.

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6. Based on my knowledge indicated in paragraph 5 of this Affidavit, there currently exist the following Contracts and task orders under a continuing services Contract between Respondent (performed either solely by the Respondent or as part of a joint venture) and the City of Cocoa, with the corresponding amount paid Respondent by the City of Cocoa for services rendered by Respondent:

CONTRACT	AMOUNT PAID
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

7. Based on my knowledge indicated in paragraph 5 of this Affidavit, there were the following prior Contracts and task orders under a continuing services Contract between Respondent (performed either solely by the Respondent or as part of a joint venture) and the City of Cocoa within the previous three (3) years from the date of this Affidavit, with the corresponding amount paid Respondent by the City of Cocoa for services rendered by Respondent:

CONTRACT	AMOUNT PAID
_____	_____

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_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

FURTHER AFFIANT SAYETH NAUGHT.

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of
() physical presence or () online notarization, this ____ day of _____, 20____
by _____ [] who is personally known to me, or [] who has produced
_____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this
_____ day of _____, 20____.

NOTARY PUBLIC
Print Name:

My Commission Expires:

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AFFIDAVIT OF OTHER APPLICABLE MANDATORY CRITERIA

STATE OF _____

CITY OF _____

BEFORE ME, the undersigned authority, this day personally appeared _____, who, after first being duly sworn, upon oath, deposes and says:

1. My name is _____ and I am over the age of eighteen (18) years.
2. I have personal knowledge of the facts contained in this Affidavit, and I know these facts to be true and correct.
3. I currently serve in the position of _____ for _____ (hereinafter "Respondent") and have been employed by Respondent since _____.
4. I am familiar with the current professional licensing status of Respondent.
5. I have assisted in preparing the Respondent's response to the City of Cocoa **RFQ Q-25-03-COC Engineering Services for the Pineda Causeway Phase 2 Water Main Installation Project** and I am familiar with the contents of said response.
6. I am also familiar with the other applicable mandatory criteria listed in sections 6 and 7 of the City of Cocoa **RFQ Q-25-03-COC Engineering Services for the Pineda Causeway Phase 2 Water Main Installation Project**; and
7. Based on my personal knowledge and belief, I state as follows:
 - a. Respondent is duly licensed to practice in the State of Florida, and said license is in good standing with the State of Florida;
 - b. There are no legal or professional conflicts of interest with regard to any work performed by the Respondent for the City of Cocoa or any other person

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or entity, or with respect to the scope of services required by the City of
Cocoa **RFQ Q-25-03-COC Engineering Services for the Pineda
Causeway Phase 2 Water Main Installation Project**; and

c. The Respondent adhered to the instructions set forth in the City of Cocoa
**RFQ Q-25-03-COC Engineering Services for the Pineda Causeway Phase
2 Water Main Installation Project**; in preparing and submitting the
Respondent's response including, but not limited to the Anti-Lobbying
provision.

FURTHER AFFIANT SAYETH NAUGHT.

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of
(____) physical presence or (____) online notarization, this ____ day of _____, 20____
by _____ [] who is personally known to me, or [] who has produced
_____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this
_____ day of _____, 20____.

NOTARY PUBLIC
Print Name:

My Commission Expires:

**CITY OF COCOA
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Scrutinized Company Certification

This certification is required pursuant to Sections 287.135, 287.012 and 215.473, Florida Statutes.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. [215.4725](#), or is engaged in a boycott of Israel; or

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. [215.473](#); or

2. Is engaged in business operations in Cuba or Syria.

THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR BID/RFP/RFQ RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED, SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

The Vendor, by virtue of the signature below, certifies that:

- a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and
- b. The Vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engaged in business operations in Cuba or Syria; or on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; and
- c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the CITY in writing if any of its principals are placed on any of the Scrutinized Company Lists above or becomes engaged in business operations in Cuba or Syria, or becomes engaged in a boycott of Israel.
- d. The Vendor understands that any contract with an agency or local governmental entity for goods or services of \$1 million or more entered into or renewed on or after July 1, 2018, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have submitted a false certification, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. Any contract with an agency or local governmental entity for goods or services of any amount entered into or renewed on or after July 1, 2018, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

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(Authorized Signature)

(Printed Name and Title)

(Name of Vendor)

STATE OF _____, COUNTY OF _____

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this ____ day of _____, 20____, by _____ (name of person whose signature is being notarized) as _____ (title) of _____ (Name of Vendor), known to me to be the person described herein, or who produced _____ (type of identification) as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature) State of _____ at Large (Seal)

(Print Name) My commission expires: _____

Scrutinized Company Provisions

SCRUTINIZED COMPANIES: Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of \$1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List may not bid on, submit a proposal for, or enter into a Contract with an agency or local government entity for goods or services of \$1 million or more.

Pursuant to Chapter 215.473, Florida Statutes, the Florida State Board of Administration is charged with maintaining a complete list of scrutinized companies. Scrutinized companies are judged according to whether they meet the following criteria:

Sudan:

1. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
2. Have a material business relationship involving the supply of military equipment, or
3. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
4. Have been complicit in the genocidal campaign in Darfur.

Iran:

1. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
2. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.

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The SBA is not responsible for compliance with Chapter 287.135, Florida Statutes. The SBA's responsibilities are solely focused on the Protecting Florida's investments Act and Chapter 215.473 as it related to the identification of the "Scrutinized Companies" that have prohibited business operations in Sudan or Iran.

List is found at:

<http://www.sbafla.com/fsb/Home/ProtectingFloridasInvestmentAct/tabid/751/Default.aspx>
then click on the "Other Links" to the List

or

<http://www.sbafla.com/fsb/LinkClick.aspx?fileticket=iePW9X713-E%3D&tabid=751&mid=2409>

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Drug-Free Workplace Certification

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

IDENTICAL TIE PROPOSALS: Preference may be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied Respondents have a drug-free workplace program.

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

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

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **Attachment "E", Drug-Free Workplace Certification**, is truthful and correct at the time of submission.

Authorized Signatory

Typed Name of Signatory

Title

Date

Witness Signature

Typed Name of Witness

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**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters**

Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;
 - b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to who this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.
6. The prospective primary participant agree by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower

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Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agree by submitting this proposal that it will include this clause title “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower

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Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant:		Date:
Signature of Authorized Certifying Official:	Title:	

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Non-Collusion/Lobbying Certification

This statement is submitted with Proposal by:

_____ whose business address is _____

[Name of entity submitting sworn statement]

and its Federal Employer Identification Number (FEIN) is _____.

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

[Please print name of individual signing]

A. NON-COLLUSION PROVISION CERTIFICATION.

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

B. LOBBYING CERTIFICATION.

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

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

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

Authorized Signatory

Typed Name of Signatory

Title

Date

Witness Signature

Typed Name of Witness

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Organizational Information

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

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

B.A copy of a resolution listing the members of staff as authorized signatories for the company.

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

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

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

Respondant/Contractor_Name:

Mailing_Address:

Telephone_Number: _____ E-mail Address: _____

FEIN: _____ DUNS: _____ CAGE Code: _____ As issued through www.sam.gov

Authorized SignatoryPrinted Name

Title

Date

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E-Verify Contractor Affidavit

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

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

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

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

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

[Notary Seal] Notary Public

Name typed, printed, or stamped

My Commission Expires: _____

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FEMA RIDER

FEDERALLY REQUIRED CONTRACT CLAUSES FOR FEMA

GRANTEES AND SUBGRANTEES

1. Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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(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.

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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

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on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- (4)*Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section

~~5. Rights to Inventions Made Under a Contract or Agreement Not Applicable~~

~~Include CFR Title 37 § 401.14 Standard patent rights clauses when applicable~~

6. Clean Air Act

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

7. Federal Water Pollution Control Act

- a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

8. Suspension and Debarment

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

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- 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

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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

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- (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.

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(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

14. *DHS Seal, Logo, and Flags*

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

15. *Compliance with Federal Law, Regulations, and Executive Orders*

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

16. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

17. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. *Byrd Anti-Lobbying Amendment*

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1.No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2.If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement,

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the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

18. Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

19. ~~Copyright and Data Rights~~– Not applicable

~~The Contractor grants to the CITY OF COCOA a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF COCOA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF COCOA first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF COCOA.~~

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-25-03-COC

**Flow down of Terms and Conditions from the Federal Regulations
and/or Grant Agreement**

Subcontracts: If the Bidder subcontracts any portion of the work under this Agreement, a copy of the signed subcontract must be available to the City of Cocoa for review and approval. The bidder agrees to include in the subcontract that:

- A.The subcontractor is bound by the terms of this Agreement;
- B.The subcontractor is bound by all applicable state and federal laws and regulations; and
- C.The subcontractor shall hold the City of Cocoa, grant recipient and granting agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Grant Conditions and Federal Provisions

On behalf of the Bidder, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in the FEMA RIDER, acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s) and subsequent awarded Agreement as a result of this solicitation process should I be the successful Respondant.

Respondent/Contractor Name:

Mailing Address:

Telephone Number: _____ E-mail Address: _____

FEIN: _____ DUNS: _____ CAGE Code: _____ As issued through www.sam.gov

Authorized Signature

Date

Name of Respondent

Title

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-25-03-COC

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-25-03-COC**

**EXHIBIT “A” – US DEPT OF DEFENCE OLDCC GRANT
AGREEMENT**

Agreement ID IR2179-24-01

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-25-03-COC**

**EXHIBIT “B” – FLORIDA DEPT. OF COMMERCE GRANT
AGREEMENT**

Agreement ID S0243

Office of Local Defense Community
Cooperation

Department of Defense

Notice Of Award

1.FEDERAL AWARDING AGENCY	2.INSTRUMENT TYPE:
U.S. DEPARTMENT OF DEFENSE OFFICE OF LOCAL DEFENSE COMMUNITY COOPERATION 2231 CRYSTAL DRIVE, SUITE 520 ARLINGTON, VA 22202	Grant Agreement
	3.AWARD TYPE
	Non-Construction

4.TYPE OF ACTION:	5.FEDERAL AWARD DATE:
New Award	2024-09-25

6.AWARDED TO:	7.PRINCIPAL INVESTIGATOR
Cocoa Florida 351 Shearer Blvd Cocoa FL 32922-7982	John Walsh Utilites Director 351 Shearer Blvd jwalsh@cocoafll.org

8.UNIQUE ENTITY IDENTIFIER:	9.OLDCC AWARD NUMBER:
NY71W5M2KSR7	IR2179-24-01

10.FEDERAL AWARD IDENTIFICATION NUMBER:	11.PROGRAM TYPE:
HQ00052410064	Community Adjustment

12.AMENDMENT NUMBER:	13.REGULATORY AUTHORITY:
	2 CFR 200

14.PERIOD OF PERFORMANCE:	15.STATUTORY AUTHORITY:
09/01/2024 - 09/30/2026	10. U.S. Code § 2391

	16.ASSISTANCE LISTING NUMBER AND TITLE:
	12.003 Community Economic Adjustment Assistance for Responding to Threats to the Resilience of a Military Installation

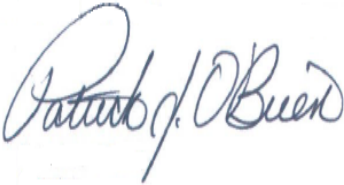
17.TITLE AND DESCRIPTION:

18.BUDGET SUMMARY			
	FEDERAL	NON-FEDERAL	TOTAL APPROVED BUDGET
PREVIOUSLY OBLIGATED	\$0	\$0	\$0
OBLIGATED BY THIS ACTION	\$1,200,000	\$135,000	\$1,335,000
INDIRECT COST RATE IS: 0	\$0	\$0	\$0
TOTAL OBLIGATED ON AWARD	\$1,200,000	\$135,000	\$1,335,000
GRANT TOTAL	\$1,200,000	\$135,000	\$1,335,000

19.FEDERAL AGENCY POINTS-OF-CONTACT	
GRANTS MANAGEMENT SPECIALIST:	PROJECT MANAGER:
Catherine Summers catherine.l.summers2.civ@mail.mil (703) 692-2174	Bill Van Houten william.j.vanhouten.civ@mail.mil (703) 697-2096

20.TERMS AND CONDITIONS
The following terms and conditions are incorporated herein by reference with the same force and effect as if they were given in full text. Upon request the Federal awarding agency will make the full text available, or they can be found as described below.
The following documents may be found at: OLDCC Terms and Conditions: https://oldcc.gov/grant-terms-and-conditions .
OLDCC Grants Management Manual: > https://oldcc.gov/resource/grants-management-manual .
Special Conditions 1. This grant period is from September 1, 2024, through September 30, 2026. Eligible costs incurred between September 1, 2024, and the date of this agreement are allowable and reimbursable.

21.AWARD PERFORMANCE GOALS		
REPORTING TYPE	FREQUENCY	DUE DATE
Performance Report	Quarterly	2024-12-31
Performance Report	Quarterly	2025-03-31
Performance Report	Quarterly	2025-06-30
Performance Report	Quarterly	2025-09-30
Federal Financial Report		2025-09-30
Performance Report	Quarterly	2025-12-31
Performance Report	Quarterly	2026-03-31
Performance Report	Quarterly	2026-06-30
Performance Report	Quarterly	2026-09-30
Federal Financial Report		2026-09-30
Federal Financial Report		2027-01-31
Final Performance Report		2027-01-31

22.AFFIRMATION OF AWARD			
By signing this agreement, the Authorized Representative assures that the recipient will carry out the project/program described in its application and will comply with the terms and conditions and other requirements of this award.			
FOR THE RECIPIENT		FOR THE UNITED STATES OF AMERICA	
DocuSigned by:  17E1FF1D39864B5... Name: Stockton Whitten Title: City Manager		 Patrick O'Brien Award Official	
Date AO Signed 9/25/2024		Date Signed 2024-09-25	

**FLORIDA DEFENSE INFRASTRUCTURE GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE**

THIS FLORIDA DEFENSE INFRASTRUCTURE GRANT AGREEMENT (this “Agreement”) is made and entered into by and between the **Florida Department of Commerce** (“Commerce”) and the **City of Cocoa** (“Grantee”). Commerce and Grantee are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

RECITALS

WHEREAS, Pursuant to section 288.980, Florida Statutes (“F.S.”) Grantee applied for funds.

WHEREAS, based on Grantee’s submitted proposal and any amendments thereto (collectively, the “Application”), Commerce has determined that the project described in **Attachment 1, Scope of Work**, attached and incorporated in this Agreement, is necessary to support local infrastructure projects that benefit both the local community and the military installation(s).

WHEREAS, Grantee hereby represents and warrants that Grantee’s signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee’s purposes in accordance with the terms and conditions of this Agreement.

WHEREAS, Commerce has the authority to enter into this Agreement and distribute State of Florida funds (“Award Funds”) in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- **Attachment 1: Scope of Work**
 - Exhibit 1 to Attachment 1: Quarterly Report**
 - Exhibit 2 to Attachment 1: Financial Report**
 - Exhibit 3 to Attachment 1: Grantee Invoice**
- **Attachment 2: Audit Requirements**
 - Exhibit 1 to Attachment 2: Additional Audit Requirements**
- **Attachment 3: Audit Compliance Certification**
- **Attachment 4: Minority and Service-Disabled Veteran Business Enterprise Form**
- **Attachment 5: Engineers Certification of Compliance**

WHEREAS, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the “Agreement”, and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency.

NOW, THEREFORE, for and in consideration of the agreements, covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

AGREEMENT

1. TERM: This Agreement is effective as of July 1, 2023, the date on which the Award Letter was issued for this Agreement (the “Effective Date”) and shall continue until the earlier of (a) June 30, 2026 (the “Expiration Date”) unless an extension of the time period is requested by Grantee and granted in writing by Commerce prior to the expiration of this Agreement or (b) the date on which either Party terminates this Agreement (the “Termination Date”). The period of time between the Effective Date and the Expiration Date or Termination Date is the “Agreement Period.”

2. PERFORMANCE REQUIREMENTS: Grantee shall perform the services specified herein in accordance with the terms and conditions of this Agreement and all attachments and exhibits attached hereto

and incorporated herein.

3. TYPE OF AGREEMENT: This Agreement is a **cost reimbursement** agreement.

4. RELEASE OF FUNDS: Commerce shall pay Grantee up to **One Hundred Thirty-Five Thousand Dollars and Zero Cents (\$135,000.00)** in consideration for Grantee's performance and services pursuant to this Agreement. In accordance with s. 287.0582, F.S., the State of Florida and Commerce's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce has final authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. The lack of appropriation or availability of funds shall not constitute a default by Commerce. Grantee shall not use funds provided pursuant to s. 288.980, F.S., for the exclusive benefit of any single company, corporation, or business entity. Commerce has final authority as to what may constitute an "exclusive benefit of any single company, corporation, or business entity" under this Agreement. Use of funds provided pursuant to s. 288.980, F.S., for the exclusive benefit of any single company, corporation, or business entity is strictly prohibited, and Commerce may, in its sole discretion, terminate this Agreement and demand immediate repayment of all funds, plus reasonable interest thereon, if Commerce determines that Grantee used funds provided pursuant to this Agreement for the exclusive benefit of any single company, corporation, or business entity. Grantee is liable for all costs in excess of the amount paid by Commerce.

5. PAYMENTS TO GRANTEE:

a. Grantee shall provide Commerce's Agreement Manager invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>) and with detail sufficient for a proper pre-audit and post-audit thereof. Invoices must also comply with the following:

1) Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of this Agreement for the invoice period. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s).

2) Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, this Agreement number, the invoice number, and the invoice period. Commerce or the State may require any additional information from Grantee that Commerce or the State deems necessary to process an invoice in their sole and absolute discretion.

3) Invoices must be submitted in accordance with the time requirements specified in Attachment 1, SCOPE OF WORK.

b. Upon completion of a task, Grantee shall submit payment requests through SERA for costs for all services rendered during the applicable period. Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee expenditures. Commerce may request any information from Grantee that Commerce deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>. Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s). Grantee shall submit its final invoice for payment to Commerce no later than 30 days after this Agreement ends and Commerce may, at Commerce's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.

c. Payment shall be made in accordance with s. 215.422, F.S., governing time limits for payment of invoices. The SCOPE OF WORK may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. Commerce is responsible for all payments under this Agreement.

d. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to s. 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at: <https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm>.

e. If authorized and approved, Grantee may be provided an advance as part of this Agreement.

f. **VENDOR OMBUDSMAN:** In accordance with s. 215.422(5), F.S., a Vendor Ombudsman, within the Department of Financial Services, advocates for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

6. REQUIREMENTS OF SECTION 287.058(1)(A) THROUGH (I), FLORIDA STATUTES:

a. Grantee shall submit bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit thereof.

b. If travel expenses are authorized, Grantee shall submit bills for such travel expenses and shall be reimbursed only in accordance with s. 112.061, F.S.

c. Commerce shall have the right to unilaterally cancel this Agreement for Grantee's refusal to allow public access to all documents, papers, letters or other materials made or received by Grantee in conjunction with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), F.S.

d. Grantee shall perform all tasks contained in Attachment 1, SCOPE OF WORK, attached hereto and incorporated herein.

e. Commerce shall not pay Grantee until Commerce: (1) determines satisfactory completion of each Deliverable described in the SCOPE OF WORK in accordance with the "Minimum Level of Service" and (2) gives Grantee written notice of same.

f. Grantee shall comply with all criteria stated in Attachment 1, SCOPE OF WORK, and final date by which such criteria must be met for completion of this Agreement.

g. This Agreement may not be renewed.

h. If Grantee fails to perform in accordance with this Agreement, Commerce shall apply the financial consequences specified in Attachment 1, SCOPE OF WORK, of this Agreement.

i. Unless otherwise agreed upon in a separate writing, Grantee shall own all intellectual property rights preexisting the starting date of this Agreement, and the State of Florida through Commerce shall own all intellectual property rights Grantee or Grantee's agent or contractor created or otherwise developed in performance of this Agreement after the starting date of this Agreement; provided, further, that proceeds derived from the sale, licensing, marketing, or other authorization related to any such state-owned intellectual property right shall be handled in the manner specified by applicable state statute.

7. REPRESENTATIONS AND WARRANTIES: Grantee hereby makes the following representations and warranties to Commerce, each of which shall be deemed to be a separate representation and warranty, all of which have been made for the purpose of inducing Commerce to enter into this Agreement, and in reliance on which Commerce has entered into this Agreement, as of the Effective Date, the dates on which Grantee submits each request for reimbursement under this Agreement, and the dates on which Grantee receives any reimbursement:

a. Grantee has all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary actions on the part of Grantee. After Grantee's execution and delivery and upon Commerce's execution and delivery of this Agreement, this Agreement constitutes the legal, valid, and binding obligation of Grantee, enforceable against Grantee in accordance with its terms (subject to applicable bankruptcy, insolvency, moratorium, reorganization, or similar laws affecting the rights of creditors generally and the availability of equitable remedies).

b. Grantee's execution and delivery of this Agreement and Grantee's performance of the transactions contemplated hereby do not: (i) conflict with or result in a breach of any provision of Grantee's charter or similar constitutive document, (ii) result in violation or breach of or constitute a default (or an event which, with or without notice or lapse of time or both, would constitute a default) under, or result in the termination, modification, cancellation or acceleration under the terms, conditions, or provisions of any of Grantee's indentures, material agreements or other material instruments; or (iii) violate any applicable law or regulation. Grantee has not been convicted of a "public entity crime" (as such term is defined in Section 287.133 of the Florida Statutes) nor has Grantee been placed on the "discriminatory vendor list" (as such term is defined in Section 287.134 of the Florida Statutes). None of Grantee's elected or appointed officers, agents, employees, or other persons acting on its behalf has taken any act in furtherance of an offer, payment, promise to pay,

authorization, or ratification of the payment, directly or indirectly, of any gift, money or anything of value to a government official or to obtain or retain business from any person or entity in violation of applicable law.

c. No event, change or condition has occurred that has had, or would reasonably be expected to have, a material adverse effect on the financial condition of Grantee or the Project, in each case, since the date of the Proposal. No litigation, investigation, claim, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of or before any arbitrator or governmental authority is pending or, to the knowledge of Grantee, threatened by or against Grantee or against any of its properties or assets, which, individually or in the aggregate, could reasonably be expected to result in a material and adverse effect on the financial condition of Grantee, the Project, or Grantee's ability to perform its obligations under this Agreement. No state or federal criminal investigation, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of the Office of the Attorney General of the State of Florida, any State Attorney in the State of Florida, the United States Department of Justice, or any other prosecutorial or law enforcement authority is pending or, to the knowledge of Grantee, threatened by or against Grantee or any of its elected officials.

d. Commerce shall be deemed to have relied upon the express representations and warranties set forth herein notwithstanding any knowledge on the part of Commerce of any untruth of any such representation or warranty of Grantee expressly set forth in this Agreement, regardless of whether such knowledge was obtained through Commerce's own investigation or otherwise, and regardless of whether such knowledge was obtained before or after the execution and delivery of this Agreement. No information, report, financial statement, exhibit or schedule furnished by Grantee to Commerce in connection with the negotiation of this Agreement (including, without limitation, the Proposal) or delivered pursuant to this Agreement when taken together, contained or contains any material misstatement of fact or omitted or omits to state any material fact necessary to make the statements contained herein or therein, in the light of the circumstances under which they were made, not misleading.

8. LAWS APPLICABLE TO THIS AGREEMENT:

a. The laws of the State of Florida shall govern the construction, enforcement and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction without limiting the provisions of the DISPUTE RESOLUTION Section of this Agreement, the exclusive personal jurisdiction and venue to resolve any and all disputes between them including, without limitation, any disputes arising out of or relating to this Agreement shall be in the state courts of the State of Florida in the County of Leon. The Parties expressly consent to the exclusive personal jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non convenience, lack of personal jurisdiction, or like defense, and further agree that any and all disputes between them shall be solely in the State of Florida. Should any term of this Agreement conflict with any applicable law, rule, or regulation, the applicable law, rule, or regulation shall control over the provisions of this Agreement. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

b. If applicable, Grantee is in compliance with the rules for e-procurement as directed by rule 60A-1.033, F.A.C., and that it will maintain eligibility for this Agreement through the MyFloridaMarketplace.com system.

c. Grantee shall not expend any funds provided under this Agreement for the purpose of lobbying the Legislature, the judicial branch, or any state agency. Commerce shall ensure compliance with s. 11.062, F.S., and s. 216.347, F.S. Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of Commerce's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 2, AUDIT REQUIREMENTS.

d. Grantee shall reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Grantee's compliance with the terms of this or

any other agreement between Grantee and the State which results in the suspension or debarment of Grantee. Such costs shall include but shall not be limited to salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment. Grantee understands and will comply with the requirements of s. 20.055(5), F.S., including but not necessarily limited to, the duty of Grantee and any of Grantee's subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to s. 20.055, F.S.

e. Public Entity Crime: Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S. pursuant to which a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on an agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on an agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under an agreement with any public entity and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for Category Two (\$35,000 in 2017) for a period of 36 months from the date of being placed on the convicted vendor list. Grantee shall disclose to Commerce if Grantee, or any of Grantee's affiliates, as defined in s. 287.133(1)(a) of the Florida Statutes, is on the convicted vendor list or on any similar list maintained by any other state or the federal government.

f. Limitations on Advertising of Agreement: Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of this Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the services this Agreement requires.

g. Disclosure of Sponsorship: As required by s. 286.25, F.S., if Grantee is a nongovernmental organization that sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

h. Mandatory Disclosure Requirements:

1) Conflict of Interest: This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5 percent interest in Grantee or Grantee's affiliates.

2) Vendors on Scrutinized Companies Lists: Grantee is aware of and understands the provisions of s. 287.134(2)(a), F.S. As required by s. 287.135(5), Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; (4) engaged in business operations in Cuba or Syria.

a) Pursuant to s. 287.135(5), F.S., Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

b) If Commerce determines that Grantee has submitted a false certification, Commerce will provide written notice to Grantee. Unless Grantee demonstrates in writing, within 90 calendar days of receipt of the notice, that Commerce's determination of false certification was made in error, Commerce shall bring a civil action against Grantee. If Commerce's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on Grantee, and Grantee will be ineligible to bid on any Agreement with any agency or local governmental entity for three years after the date of Commerce's determination of false certification by Grantee.

c) If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

3) Discriminatory Vendors: Grantee shall disclose to Commerce if it or any of its affiliates, as defined by s. 287.134(1) (a.), F.S., appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to s. 287.134, F.S., may not: (1) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; (2) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; (3) submit bids, proposals, or replies on leases of real property to a public entity; (4) be awarded or perform work as a contractor, subcontractor, Grantee, supplier, subgrantee, or consultant under a contract or agreement with any public entity; or (5) transact business with any public entity.

4) Abuse, Neglect, and Exploitation Incident Reporting: In compliance with ss. 39.201 and 415.1034, F.S., an employee of Grantee who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at www.myflfamilies.com/service-programs/abuse-hotline, or via fax at 1-800-914-0004.

5) Information Release:

a) Grantee shall keep and maintain public records required by Commerce to perform Grantee's responsibilities hereunder. Grantee shall, upon request from Commerce's custodian of public records, provide Commerce with a copy of the requested records or allow the records to be inspected or copied within a reasonable time per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from the Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

b) If Commerce does not possess a record requested through a public records request, Commerce shall notify Grantee of the request as soon as practicable, and Grantee must provide the records to Commerce or allow the records to be inspected or copied within a reasonable time. If Grantee does not comply with Commerce's request for records, Commerce shall enforce the provisions set forth in this Agreement. A Grantee who fails to provide public records to Commerce within a reasonable time may be subject to penalties under s. 119.10, F.S.

c) Grantee acknowledges that Commerce is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Grantee submits to Commerce under this Agreement may constitute public records under Florida Statutes. Grantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S.

d) If Grantee submits records to Commerce that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Grantee prior to submittal to Commerce. Failure to identify the legal basis for each exemption from the public record requirements of chapter 119, F.S., prior to submittal of the record to Commerce may serve as a waiver of a claim of exemption. Grantee 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 this Agreement term and following completion of this Agreement if Grantee does not transfer the records to Commerce upon termination of this Agreement.

e) Grantee shall allow public access to all records made or received by Grantee in conjunction with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), F.S. For records made or received by Grantee in conjunction with this Agreement, Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S.

f) In addition to Grantee's responsibility to directly respond to each request it receives for records made or received by Grantee in conjunction with this Agreement and to provide the applicable public records in response to such request, Grantee shall notify Commerce of the receipt and content of such request by sending an e-mail to PRRequest@commerce.fl.gov within one business day from receipt of such request.

g) Grantee shall notify Commerce verbally within 24 chronological hours and in writing within 72 chronological hours if any data in Grantee's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of Commerce. Grantee shall cooperate with Commerce in taking all steps as Commerce deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.

h) IF GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at PRRequest@commerce.fl.gov, or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

6) Funding Requirements of s. 215.971(1), F.S.:

a) Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the term of this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures (<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>).

b) Grantee shall refund to Commerce any balance of unobligated funds which has been advanced or paid to Grantee.

c) Grantee shall refund to Commerce all funds paid in excess of the amount to which Grantee or its subcontractors are entitled under the terms and conditions of this Agreement.

7) Section 288.980, F.S.: Grantee shall: (a) construct or repair the state or local public infrastructure that is the subject of this Agreement, as described in Attachment 1, SCOPE OF WORK, in a manner that meets and complies with all federal, state, and local laws, rules, and regulations, including but not limited to, the requirements of s. 288.980, F.S.; (b) not use funds provided under this Agreement for the exclusive benefit of any single company, corporation, or business entity; (c) use funds provided under this Agreement to promote economic recovery in specific regions of the state, economic diversification, or economic enhancement in a targeted industry via the construction or repair of the public infrastructure; and (d) the public infrastructure must be: (i) owned by the public, and be for public use or predominately benefit the public; and (ii) if the public infrastructure is leased or sold, it must be leased or sold at fair market rates or value.

9. FINAL INVOICE: Grantee shall submit the final invoice for payment to Commerce no later than **30** calendar days after this Agreement ends or is terminated. If Grantee fails to do so, Commerce, in its sole and absolute discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

10. RECOUPMENT OF FUNDS:

a. Grantee shall refund to Commerce any overpayment of funds due to unearned or disallowed funds under this Agreement as follows: (a) if Grantee or an independent auditor discovers an overpayment, Grantee shall repay to Commerce no later than 30 calendar days after discovery or notification of such overpayment; or (b) if Commerce first discovers an overpayment, Commerce shall notify Grantee in writing, and Grantee shall repay to Commerce such overpayment no later than 30 calendar days after receiving Commerce's notification. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning on the 31st calendar day after the date of notification or discovery. Commerce is the final authority as to what may constitute an "overpayment" under this Agreement.

b. Notwithstanding any other provisions of this Agreement, including but not limited to the damages limitations of the LAWS APPLICABLE TO THIS AGREEMENT Section herein, if Grantee is non-compliant with any provision of this Agreement or applicable law, or if Commerce imposes financial consequences on Grantee pursuant to the terms of this Agreement, Commerce has the right to recoup all resulting cost, monetary loss and/or funds owed to Commerce or the State of Florida, from monies owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity. If the discovery of such noncompliance or imposition of financial consequences and resulting cost, loss, and/or debt to Commerce or the State of Florida arises when no monies are owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity, Grantee shall pay Commerce in full such cost, loss, and/or funds owed to Commerce or the State of Florida with non-State funds within 30 calendar days of the date of notice of the amount owed, unless Commerce agrees, in writing, to an alternative timeframe. Commerce, in Commerce's sole and absolute discretion, shall determine the resulting cost, loss and/or funds owed to Commerce or the State of Florida under this Agreement.

11. AUDITS AND RECORDS:

a. Representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

b. Grantee shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds Commerce provided under this Agreement.

c. Grantee shall comply with all applicable requirements of s. 215.97, F.S., and Attachment 2, AUDIT REQUIREMENTS; and, if an audit is required thereunder, Grantee shall disclose all related party transactions to the auditor.

d. Grantee shall retain all Grantee's records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 2, AUDIT REQUIREMENTS. Upon Commerce's request, Grantee shall cooperate with Commerce to facilitate the duplication and transfer of such records or documents.

e. Grantee shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

f. Within 60 calendar days of the close of Grantee's fiscal year, on a yearly basis, Grantee shall electronically submit a completed AUDIT COMPLIANCE CERTIFICATION (a version of this certification is attached hereto as Attachment 3) to audit@commerce.fl.gov and the Commerce Agreement Manager. Grantee's timely submittal of one completed AUDIT COMPLIANCE CERTIFICATION for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between Commerce and Grantee.

g. Grantee shall (i) maintain all funds Grantee received pursuant to this Agreement in bank accounts separate from its other operating or other special purposes accounts, or (ii) expressly designate in Grantee's business records and accounting system, maintained in good faith and in the regular course of business, that such funds originated from this Agreement. Grantee shall not commingle the funds provided under this Agreement with any other funds, projects, or programs. Commerce may, in its sole and absolute discretion, disallow costs that result from purchases made with commingled funds.

12. EMPLOYMENT ELIGIBILITY VERIFICATION:

a. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.

b. Section 448.095, F.S., requires the following:

1) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

2) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

c. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

13. DUTY OF CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS:

a. Prior to execution of this Agreement, Grantee must disclose in a written statement to Commerce's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving Grantee (and each subcontractor of Grantee). Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence.

b. This duty of disclosure applies to Grantee's or Grantee's subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

c. Grantee shall promptly notify Commerce's Agreement Manager of any Proceeding relating to or affecting Grantee's or Grantee's subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform this Agreement, then upon Commerce's request, Grantee shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform this Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

14. ASSIGNMENTS AND SUBCONTRACTS:

a. Grantee shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Any Grantee's attempted assignment of this Agreement or any of the rights hereunder in violation of this provision shall be void *ab initio*. Commerce 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 of same to Grantee.

b. Grantee shall be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If Commerce permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, Grantee shall formalize all such subcontracts in documents containing all provisions appropriate and necessary to ensure subcontractor's compliance with this Agreement and applicable state and federal law. Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under each subcontract. If the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with this Agreement. Grantee, at Grantee's expense, shall defend Commerce against all Grantee's subcontractors' claims of expenses or liabilities incurred under subcontracts.

c. If the Project is procured pursuant to Chapter 255, F.S., for construction services and at the time of competitive solicitation of the Project fifty percent (50%) or more of the cost of the Project is to be paid from state-appropriated funds, then the Grantee must comply with the requirements of sections 255.0991 and 255.0992, F.S.

d. Grantee shall only use properly trained persons who meet or exceed any specified training qualifications as employees, subcontractors, or agents performing work under this Agreement. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee's employees, subcontractors, or agents performing work under this Agreement shall comply with all Commerce security and administrative requirements detailed herein. Commerce may conduct, and Grantee shall cooperate with all security background checks or other assessments of Grantee's employees, subcontractors, or agents. Commerce may refuse access to or require replacement of any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with Commerce's security or administrative requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with this Agreement. For cause, Commerce may reject and bar any of Grantee's employees, subcontractors, or agents from any facility.

e. This Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida. The State of Florida may assign or transfer its rights, duties, or obligations under this Agreement to another governmental Grantee in the State of Florida.

f. In accordance with s. 287.0585, F.S., and unless otherwise agreed upon in writing between Grantee and subcontractor, Grantee shall pay each Grantee's subcontractor within seven working days of receiving Commerce's full or partial payments. Grantee's failure to comply with the immediately preceding sentence shall result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due.

g. Grantee shall provide to Commerce a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period and the project to date. This report shall include the names, addresses and compensation dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and shall be sent to Commerce's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 is available to provide information re:

qualified minorities. Commerce's Minority Coordinator can be reached at (850) 245-7471 to answer concerns and questions.

h. This Agreement is for the sole benefit of the Parties and their permitted successors and assigns and nothing herein expressed or implied shall give or be construed to give any person or entity, other than the Parties and such permitted successors and assigns, any legal or equitable rights hereunder.

15. NONEXPENDABLE PROPERTY:

a. For purposes of this Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature.)

b. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

c. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without Commerce's written permission; provided further that Grantee shall, at all times, follow Commerce's instructions regarding such disposition.

d. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.

e. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.

f. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Agreement budget.

g. Title (ownership) to all nonexpendable property acquired with funds from this Agreement shall be vested in Commerce and said property shall be transferred to Commerce upon completion or termination of this Agreement unless otherwise authorized in writing by Commerce.

16. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY: In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant Commerce a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

17. INFORMATION RESOURCE ACQUISITION: Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software, as both terms are defined in Commerce Policy Number 5.01, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the Commerce Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

18. INSURANCE: During this Agreement, including the initial Agreement term, renewal(s), and extensions, Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement and further described below. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void this Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests re: additional appropriate and necessary insurance coverage. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

a. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) calendar days of the Effective Date, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. If an insurer cancels any applicable coverage for any reason, Grantee shall

immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage. The insurance certificate must name Commerce as an additional insured and identify Commerce's Agreement Number. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

b. Commerce shall not pay for any insurance policy deductible. The payment of each such deductible shall be Grantee's sole responsibility. Grantee shall obtain the following types of insurance policies.

1) Commercial General Liability Insurance: Unless Grantee is a state agency or subdivision as defined by s. 768.28(2), F.S., Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during this Agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

2) Workers' Compensation and Employer's Liability Insurance: Grantee, at all times during the term of this Agreement, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

3) Other Insurance: During the term of this Agreement, Grantee shall maintain any other insurance as required in Attachment 1, SCOPE OF WORK.

19. CONFIDENTIALITY AND SAFEGUARDING INFORMATION:

a. Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

b. Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

c. Except as necessary to fulfill the terms of this Agreement and with the written permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

d. Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.

e. If Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

f. Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

g. If a breach of security concerning confidential personal information involved with this Agreement occurs, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is

required under this section of the statute, Grantee shall provide that notification, but only after receipt of Commerce's written approval of the contents of the notice. For purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal information, as defined in s. 501.171, (1)(a), F.S. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

20. WARRANTY OF ABILITY TO PERFORM: Grantee warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Grantee's ability to satisfy its agreement obligations. Grantee shall immediately notify Commerce in writing if its ability to perform is compromised in any manner during the term of this Agreement.

21. PATENTS, COPYRIGHTS, AND ROYALTIES:

a. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

b. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

c. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

d. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a state university is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a state university shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

22. INDEPENDENT CONTRACTOR STATUS: In Grantee's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Grantee is at all times acting and performing as an independent contractor. Commerce shall neither have nor exercise any control or direction over the methods by which Grantee shall perform its work and functions other than as provided herein.

a. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

b. Except where Grantee is a state agency, Grantee, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall Grantee represent to others that, as Grantee, it has the authority to bind Commerce unless specifically authorized to do so.

c. Except where Grantee is a state agency, neither Grantee, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Agreement.

d. Grantee shall take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, joint venture,

or partner of the State of Florida.

e. Unless justified by Grantee, and agreed to by Commerce in Attachment 1, SCOPE OF WORK, Commerce will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to Grantee or its subcontractor or assignee.

f. Commerce shall not be responsible for withholding taxes with respect to Grantee's compensation hereunder. Grantee shall have no claim against Commerce for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Grantee shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

g. At all times during this Agreement, Grantee shall comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

23. ELECTRONIC FUNDS TRANSFER: Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Vendors/>. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, EFT shall make invoice payments.

24. MODIFICATION: If, in Commerce's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, Commerce may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement requested by the Grantee must be in writing and duly signed by all Parties in order to be enforceable.

25. TIME IS OF THE ESSENCE: Time is of the essence regarding Grantee's performance of obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Attachment 1, SCOPE OF WORK, and shall be strictly construed.

26. CONSTRUCTION; INTERPRETATION: The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all Exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "\$" shall mean United States dollars. The recitals of this Agreement are incorporated by reference and shall apply to the terms and provisions of this Agreement and the Parties. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

27. TERMINATION: Commerce may terminate this Agreement if:

- a. Commerce determines in its sole and absolute discretion that it is in the State's interest to do so.
- b. Grantee breaches any of its representations, warranties, covenants, or other obligations in this Agreement in any material respect.
- c. Grantee or any of its employees or agents commits fraud or willful misconduct in connection with this Agreement, the Proposal, or the transactions contemplated hereby and thereby.

d. Funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24-hour written notice to Grantee. Commerce shall be the final authority as to the availability of funds. If this Agreement is terminated pursuant to this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination.

e. Grantee institutes or consents to the institution of any bankruptcy or insolvency proceeding, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer is appointed without the application or consent of such person or entity and the appointment continues undischarged or unstayed for sixty (60) calendar days; or any bankruptcy or insolvency proceeding relating to Grantee or to all or any material part of its property is instituted without the consent of Grantee and Grantee fails to challenge such proceeding or such proceeding is challenged but continues undismissed or unstayed for sixty (60) calendar days, or an order for relief is entered in any such proceeding;

f. Grantee becomes unable to or admits in writing its inability to or fails generally to pay its debts as they become due, or any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of Grantee or Grantee otherwise becomes insolvent; or

g. A preponderance of evidence that Grantee is not proceeding with the Project, including, without limitation, a decision by Grantee not to proceed with the Project, including upon receipt by Commerce of Grantee's written request to terminate this Agreement (a. through g. collectively, the "Termination Events").

h. Notwithstanding anything in this Agreement to the contrary, if Commerce exercises its right to terminate this Agreement as the result of the occurrence of a Termination Event, any reimbursement payments that have not been disbursed to Grantee, including any payment that has been authorized and not yet disbursed, shall be immediately forfeited and Grantee shall return funds within thirty (30) days of the termination of this Agreement. All work in progress on Florida Department of Transportation right-of-way will become the property of the Florida Department of Transportation and will be turned over promptly by Grantee. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under this Agreement. Grantee shall not furnish any product after it receives the notice of termination, except as Commerce specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

28. DISPUTE RESOLUTION: Unless otherwise stated in Attachment 1, SCOPE OF WORK, Commerce shall decide disputes concerning the performance of this Agreement, and Commerce shall serve written notice of the decision to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with Commerce a petition for administrative hearing. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

29. INDEMNIFICATION: (NOTE: If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.)

a. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.

b. Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become

the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.

c. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

d. Grantee expressly assumes any and all liability for payment to its agents, employees, contractors, subcontractors, consultants, and subconsultants, as applicable, and shall indemnify and hold Commerce harmless from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any denial or reduction of any invoice submitted by Grantee to Commerce for reimbursement for costs under this Agreement where Commerce is imposing the financial consequences stated herein.

e. Grantee shall carry or cause its contractor/subcontractor/ consultant/subconsultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

f. Grantee shall 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 Florida Department of Commerce 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."

30. LIMITATION OF LIABILITY: For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the greater of \$100,000 or the dollar amount of this Agreement. This limitation shall not apply to claims arising under the INDEMNIFICATION Section of this Agreement. Unless otherwise specifically enumerated in this Agreement or in the purchase order, no Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless this Agreement or purchase order requires Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

31. PRESERVATION OF REMEDIES; SEVERABILITY; RIGHT TO SET-OFF: This Notwithstanding anything to the contrary within this agreement, nothing shall be deemed to limit or restrict the rights and remedies available to either party. The failure to insist upon strict performance of any term or condition of this agreement shall not be construed as a waiver or relinquishment of the right to assert or rely upon any such term or condition on any future occasion. All rights and remedies existing under this agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available. Any specific remedy provided in this agreement does not limit the other remedies available to the parties under this agreement, at law or in equity. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency. In the event that the Grantee has not met its obligations under this Agreement or in case of any breach of the terms and conditions by the Grantee, Commerce reserves the right to set-off, withhold, or deduct from any

amounts due or to become due to the Grantee under this Agreement or any other agreement between the parties. Such set-off rights may be exercised without notice to the Grantee. This right of set-off is in addition to, and not exclusive of, any other rights and remedies available to Commerce under this Agreement, at law or in equity.

32. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE: Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, if a delay results from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, the delay will not result in any additional charge or cost under this Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in this Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of this Agreement to Commerce or the State, in which case, Commerce may do any or all of the following: (1) accept allocated performance or deliveries from Grantee; provided, that Grantee grants preferential treatment to Commerce with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from this Agreement quantity; or (3) terminate this Agreement in whole or in part.

33. ATTORNEYS' FEES; EXPENSES: Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

34. ENTIRE AGREEMENT; AMENDMENT; WAIVER: This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. Excluding the specific provisions of Section 24, MODIFICATION, hereinabove allowing Commerce in Commerce's sole and absolute determination to make unilateral changes to this Agreement, no amendment will be effective unless reduced to writing and signed by an authorized officer of Grantee and the authorized agent of Commerce. No waiver by a Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

35. AUTHORITY OF GRANTEE’S SIGNATORY: Upon execution, Grantee shall return the executed copies of this Agreement in accordance with the instructions Commerce provided along with documentation confirming and certifying that the below signatory has authority to bind Grantee to this Agreement as of the date of execution. Such documentation may be in the form of a legal opinion from Grantee’s attorney, Grantee’s Certificate of Status, Grantee’s resolutions specifically authorizing the below signatory to execute this Agreement, Grantee’s certificates of incumbency, and any other reliable documentation demonstrating such authority, which shall be incorporated by reference into this Agreement. Commerce may, at its sole and absolute discretion, request additional documentation related to the below signatory’s authority to bind Grantee to this Agreement.

36. COUNTERPARTS: This Agreement and amendments to this Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

37. CONTACT INFORMATION AND NOTICES:

- a. Except as otherwise specifically provided in this Agreement, the contact information provided in accordance with this section shall be used by the Parties for all communications under this Agreement. Where the term “written notice” is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.
- b. If any information provided herein changes, including the designation of a new Agreement Manager, after the execution of this Agreement, the Party making such change will notify all other Parties in writing of such change. Such changes shall not require a formal amendment to this Agreement.

Grantee’s Payee:

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
321-433-8710
jwalsh@cocoafl.org

Grantee’s Agreement Manager:

John Perrin
351 Shearer Blvd
Cocoa, FL 32922
321 433-8793
jperrin@cocoafl.org

Commerce’s Agreement Manager:

Chris Weller
107 E. Madison St.
Tallahassee, FL 32399
850-717-8962
Christopher.Weller@commerce.fl.gov

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and, in all attachments, and exhibits attached hereto and incorporated herein, the Parties' duly authorized officials sign this Agreement and represent and warrant that they understand the Agreement and Attachments' terms and conditions as of the Effective Date.

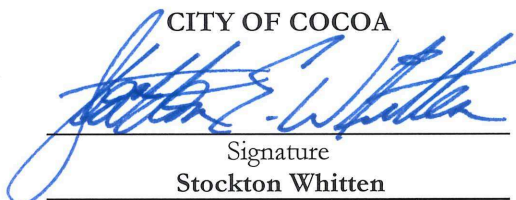
DEPARTMENT OF COMMERCE

By _____
 Signature
 Jason Mahon

 Title Deputy Secretary

 Date _____

CITY OF COCOA

By 
 Signature
 Stockton Whitten

 Title City Manager

 Date 8/7/2024

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
 DEPARTMENT OF COMMERCE

By: _____

Approved Date: _____

ATTACHMENT 1 SCOPE OF WORK

1. **PROJECT DESCRIPTION:** Section 288.980(5), Florida Statutes (“F.S.”), established the Florida Defense Infrastructure Grant Program (the “Program”) to support local infrastructure projects deemed to have a positive impact on the military value of installations within the state. Funds provided pursuant to this Agreement must be used to support the state or local community and the military installation. Projects that relate to encroachment, construction, transportation and access, utilities, communications, housing, environment, and security are eligible to receive funding under this program. The Grantee must represent a local government with a military installation or installations that could be adversely affected by federal actions. The State Fiscal Year 2023-2024 funding for the grant is provided by the 2023 General Appropriations Act in line-item number 2362, Grants and Aids to Local Governments and Non-state Entities-Fixed Capital Outlay Space, Defense, and Rural Infrastructure.

The City of Cocoa is home to Patrick Space Force Base (“PSFB”). The Grantee has been awarded \$135,000.00, to provide match funding for a Department of Defense, Office of Local Defense Community Cooperation (OLDCC) potable water utility project designed to:

- a. Develop engineering design drawings for potable water redundancy to PSFB.
- b. Address future climate conditions.
- c. Attain applicable local, state, and federal permits.

The project will ultimately provide potable water utility resiliency in support of PSFB and private commercial and governmental space launches.

2. **GRANTEE’S RESPONSIBILITIES:** Grantee shall, in addition to all other requirements set forth in the Agreement and this Scope of Work, perform the following activities:

- a. **ENGINEERING DESIGN PLANS AND SPECIFICATIONS:**

- 1) Grantee shall provide to Commerce’s Agreement Manager one copy of the final signed and sealed design plans, signed and sealed specifications.
- 2) Grantee is responsible for the preparation of all design plans for the Project. Grantee shall hire a qualified consultant for the design phase of the Project using Grantee’s normal procurement procedures to perform the design services for the Project.
- 3) Grantee shall undertake the planning, design of the project in accordance with all applicable federal, state, and local statutes, rules, and regulations, including any other applicable standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all designs for the Project meets the minimum construction standards established by Grantee.

- b. **APPROVAL PERMITS:**

- 1) Obtain any local or state permits required for the project, including any necessary permits from the Florida Department of Environmental Protection, the Florida Department of Transportation, and PSFB.

- c. **REPORTING AND DOCUMENTATION:**

Grantee shall submit the following to Commerce as proof of completion:

- 1) A report summarizing the feasibility study and conceptual design, including identifying the potential project sites, conducting site investigations, determining the project requirements, and developing a conceptual design for the project.
- 2) Detailed drawings and blueprints for the project based on the conceptual design to include detailed plans, elevations, sections, and details. Design plans shall be signed and sealed.
- 3) Site survey reports to gather the necessary data required for the design and construction of the project to include topographical surveys, boundary surveys, and utility surveys.

- 4) Bonding and insurance documentation to include identifying the necessary insurance coverage required, obtaining quotes from insurance providers, and securing the necessary bonding and insurance coverage.
- 5) Bidding documents for the project to include preparing the project specifications, developing the contract documents, purchase orders, consultant and/or engineer contracts, and identifying the scope of work required for the project.
- 6) local or state permits required for the project, including any necessary permits from the Florida Department of Environmental Protection, the Florida Department of Transportation, and PSFB.
- d. **MATCH REQUIREMENT:** It is the responsibility of the Grantee to provide a minimum thirty percent (30%), in the amount of \$40,500, as match for the Project, by the end of the Agreement period. Grantee shall provide a letter and supporting documentation to Commerce’s Agreement Manager which demonstrates that the Grantee met its match requirements, including, but not necessarily limited to, the source of the contribution; the amount of each contribution and provide a summary of all match contributions. Commerce reserves the right to request any additional documentation Commerce deems necessary to support the Grantee’s claim that it has met the match requirement. Commerce shall retain five percent (5%) of the total grant award as a financial consequence if Grantee fails to provide proof of match funds.

1) **Contribution Types:** For this purpose, the matching funds may consist of the following types:

a) **Cash Contributions:** These contributions may include cash contributions from the Grantee, cash contributions from outside sources that are directly applied to the Project, or cash outlays to directly support the Project through acquiring materials and supplies, buying equipment, paying for staff time used to work on the Project, and paying expenses such as travel, telephone, postage, or printing.

b) **In-Kind Contributions:** These contributions may include the reasonable value of the partial use of equipment, software, or staff from other divisions of the Grantee or from participating partners; the reasonable rental value of office space; or in-kind contributions from part-time or full-time personnel from other organizations that dedicate a certain percentage of their time to the Project, the value of which is calculated based on their regular hourly rate; or volunteers who work on the Project. If volunteers work outside of business hours, or do not have a regular hourly rate, the value of volunteer time shall be deemed not to exceed forty dollars (\$40.00) per hour.
- 2) **Remedies for Failure to Meet the Match Requirement:** It is the Grantee’s responsibility to provide proof of the match with the final invoice. If the Grantee fails to provide, by the end of the agreement period, sufficient evidence to Commerce that the match requirement was secured, Commerce may exercise one or more of the following remedies: 1) Reduction of the final payment owed to the Grantee; or 2) Potential disqualification of Grantee for receiving future grant awards.

3. **DELIVERABLES:** Grantee shall provide the following services as specified:

Deliverable No. 1: Engineering Design Plans and Specifications		
Tasks	Minimum Level of Service	Financial Consequences
Grantee shall complete final engineering design plans and specifications as detailed in Section 2.a of this Scope of Work on or before June 30, 2026.	Grantee may request reimbursement upon the completion of engineering design plans and specifications activities in accordance with Section 2.a. of this Scope of Work as evidenced by a submission of the following: 1) Provide a copy of the executed agreement with OLDCC; 2) Copies of all reports and documentation in accordance with Section 2.c.(1)-5)) of this Scope of Work.	Failure to meet the Minimum Level of Service shall result in non-payment for this task.

	3) Invoice package and travel documentation as defined in Section 5 of this Scope of Work.	
DELIVERABLE NOT TO EXCEED: \$125,000.00		
Deliverable No. 2: Permitting Documents		
Tasks	Minimum Level of Service	Financial Consequences
Grantee shall complete design, engineering, permit and construction activities as detailed in Section 2.b of this Scope of Work on or before June 30, 2026.	Grantee may request reimbursement upon the completion of construction activities in accordance with Section 2.c. 6) of this Scope of Work as evidenced by a submission of the following: 1) Copies of all permitting approval letters. 2) Invoice package and travel documentation as defined in Section 5 of this Scope of Work.	Failure to meet the Minimum Level of Service shall result in non-payment for this task.
DELIVERABLE NOT TO EXCEED: \$10,000.00		
TOTAL AMOUNT NOT TO EXCEED: \$135,000.00		

COST SHIFTING: The amount specified for deliverables specified within the Deliverables section above are established based on the Parties' estimation of the necessary services to fulfill the grant purposes under the Agreement. The estimation is used to designate payment points during the Agreement Period. However, this does not restrict Commerce's ability to approve and reimburse allowable costs incurred by the Grantee in providing the deliverables. Prior written approval from Commerce's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **ten percent (10%)** of each deliverable total funding amount. Changes that exceed **ten percent (10%)** of each deliverable total funding amount will require a formal written amendment, as described in Section 24, of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this agreement.

4. REPORTING:

- a. Quarterly: Grantee shall report on a quarterly basis all progress relating to the tasks identified in Sections 2 and 4. Quarterly reports are due to Commerce no later than **15** business days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each task identified in Section 4 and the current status of the return on investment identified in Section 2.c. The summary shall also include any issues or events occurring which affect the ability of Grantee to meet the terms of this Agreement. Reports may be submitted upon completion of milestones or other contracted deliverables. If all required reports and other required documentation are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are properly completed or otherwise allowable by law.

Each quarterly report shall include, but not be limited to, the following:

- 1) A detailed summary of the project progress.
 - 2) Percentage of completion of each task and deliverable identified in Attachment 1, SCOPE OF WORK.
 - 3) Before, during, and after photographs of the project progress including date stamps and GPS coordinates.
 - 4) Maps of the construction site(s) and easement purchase(s); and
 - 5) If applicable, itemized invoices, travel receipts, proof of payment, and any additional supporting documentation.
- b. Minority and Service-Disabled Veteran Business Enterprise Report: Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the

participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Minority Coordinator can be reached at (850) 245-7471 to answer concerns and questions.

- c. **Close-out Report:** No later than 60 calendar days after this Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work. Grantee must ensure that all funds have been requested and paid before submitting the final close-out report. Funds not requested before the final close-out information is submitted will not be available for reimbursement.

5. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: Commerce shall pay Grantee in accordance with the following schedule and in the amount identified per deliverable in Section 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section 8 of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures (<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>).

- a. Grantee shall provide at least one invoice per quarter for all services rendered during the applicable period of time. If no funds are being requested, the invoice must state "No funds are requested at this time" and the quarter report shall contain a statement of reasoning for not requesting funds. In the event Grantee has outstanding quarter reports upon submission of a reimbursement request, Grantee shall submit all outstanding reports to Commerce with the reimbursement request. Commerce has the right, in its sole discretion, to withhold Grantee payment until all outstanding reports are received.
- b. The following documents shall be submitted with the itemized invoice:
 - 1) A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 4, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid; and (4) were incurred during this Agreement.
 - 2) Grantee's invoices, Exhibit 3 of Attachment 1, shall include the date, period in which work was performed, total amount of reimbursement, itemization of costs requesting reimbursement per deliverable, corresponding check number or payment confirmation number specific to payment, and work completed to date.
 - 3) An updated Financial Report, Exhibit 2 to Attachment 1, including all required current information.
 - 4) Deliverables report of the project in progress and completed work.
 - 5) A copy of all supporting documentation for vendor payments, travel in accordance with s. 112.061, F.S., and other allowable expenses specific to the project and costs requesting reimbursement.
 - 6) A copy of one of the following as proof of payment: the bank statement, the cancelled check, or payment receipt/confirmation with payment request. If proof of payment is not received within 15 days of the initial date of the reimbursement request, the reimbursement request will be rejected in SERA and returned to the Grantee for resubmission along with proof of payment documentation. If Commerce returns more than three (3) reimbursement requests during the grant period, it may affect the Grantee's eligibility for future awards.
 - 7) The most recent quarter report, Exhibit 1 to Attachment 1, including all required information. Grantees should be aware that thoroughness and accuracy of their progress reports are very important. If a Grantee consistently fails to timely submit, or submits progress reports that are incomplete, uninformative, or otherwise unacceptable, then these actions can result in the withholding of a reimbursement request until all reports are received or corrected. If reimbursement is being requested and previous Quarterly Reports are outstanding, Grantee shall submit all outstanding reports to Commerce with the reimbursement request. Commerce has the right, in its sole discretion, to withhold payment until all outstanding reports are received.
- c. The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under this Agreement.
- d. All documentation necessary to support payment requests must be submitted with Grantee's invoice for Commerce's review.
- e. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as

those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.

- 1) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
 - 2) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.
- f. Grantee's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the Agreement.

6. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY

PERFORM: Failure to complete the deliverables and/or tasks in accordance with the requirements of this Agreement, and in particular, as specified above in Section 4, Deliverables, will result in Commerce's assessment of the specified financial consequences. If appropriate, should the Parties agree in writing to a corrective action plan in lieu of the immediate imposition of financial consequences, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect Commerce's rights under this Agreement, at law, or in equity, including but not limited to, Commerce's right to terminate this Agreement as provided elsewhere in this Agreement. Grantee's payment of imposed financial consequences shall be in accordance with applicable provisions of this Agreement, and this Scope of Work.

7. NOTIFICATION OF INSTANCES OF FRAUD: Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors, or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within twenty-four (24) chronological hours.

8. GRANTEE'S RESPONSIBILITIES UPON TERMINATION: If Commerce issues a Notice of Termination to Grantee, except as otherwise specified by Commerce in that notice, Grantee shall: (1) stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work as shall not have been terminated by Commerce; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

9. NON-DISCRIMINATION: Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, gender, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

10. ADVANCE PAYMENT: The Grantee is allowed to request an advance amount of Agreement funding to ensure timely payment of costs. This advance shall not exceed twenty-five percent (25%) of the total Agreement amount. However, any advance payment under this Agreement is subject to s. 216.181(16), F.S. To ensure compliance with this statutory requirement:

- a. A financial reconciliation of the advance will be conducted when seventy-five percent (75%) of the grant award has been paid or at the beginning of the fourth quarter, whichever occurs sooner. Commerce will compare the advance amount received by the Grantee with the total to date expended amount on the most current Financial Report Form submitted by the Grantee.
- b. Reconciliation of the advance will ensure an overpayment of the grant is not made.
- c. Grantee shall maintain a separate account in a Florida banking institution for advance payment funds provided under this agreement. Grantee shall provide to Commerce's Agreement Manager the account

number(s) of all such account and shall also provide all other information regarding the account(s) as Commerce's Agreement Manager requests. If the separate account is interest bearing, Grantee shall return to Commerce all interest income derived from the interest-bearing account within thirty (30) days of expenditure of all advance funds. Grantee shall remit such amounts in the form of checks payable to Commerce and mail the checks to Commerce's Agreement Manager at the address provided in Section 37, of this Agreement. The payments shall be accompanied by:

- 1) A statement that identifies the purpose of the payment and this Agreement's number, the amount of interest earned by the deposits, the name of the depository(ies), and interest rate(s), and
 - 2) Copies of all bank or investment statements and computational worksheets.
- d. Grantee's performance and compliance to the advance expenditure requirement during the term of this Agreement will be taken into consideration for any advances requested in future agreements.

11. DISPOSITION OF PROJECT PROPERTY:

- a. Pursuant to the NONEXPENDABLE PROPERTY Section of this Agreement, upon termination of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee, Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.
- b. Grantee shall provide advance written notification to Commerce, if Grantee proposes to take any action that will impact Grantee's ownership of this Agreement property or modify the use of this Agreement property from the purposes authorized herein. If either of these situations arise, Commerce shall have the right, in Commerce's sole discretion, to demand that Grantee reimburse Commerce for part or all the funding provided to Grantee under this Agreement.
- c. Upon termination of this Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following:
 - 1) Grantee is authorized to retain ownership of the improvements to real property so long as: (a) Grantee is not sold, merged or acquired; (b) the real property subject to the improvements is owned by Grantee; and (c) the real property subject to the improvements is used for the purposes provided in this Agreement.
 - 2) If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated above, Grantee shall notify Commerce in writing of the circumstances that will result in the deficiency upon learning of it, but no later than thirty (30) calendar days prior to the deficiency occurring. In such event, Commerce shall have the right, within its sole discretion, to demand reimbursement of part or all the funding provided to Grantee under this Agreement.

End of Attachment 1 (SCOPE OF WORK)

EXHIBIT 1 TO ATTACHMENT 1
QUARTERLY REPORT

Instructions for Content and Format of Progress Reports:

Pursuant to Attachment 1, Scope of Work, a Quarterly Progress Report shall be completed by the Grantee and submitted through SERA each quarter. Responses should be complete, even if concise. The information requests included in this report are necessary to keep informed of the project’s progress. This Report Template shall not be modified other than to add the necessary information to the requests. If a section of this report is not applicable, simply respond “N/A”.

Quarterly progress reports should be submitted no later than 15 business days after the close of each quarter of the Agreement term.

Grantee Name:
Agreement Number:
Progress Report # ____ of ____
Reporting Period ____ to ____
Submittal Date ____
End Date of the Agreement ____

1. Was a Minority or Service-Disabled Veteran Business used in this Project as noted in Section 14, of this Agreement. If yes, please provide the Minority and Service-Disabled Veteran Business Report as noted in Attachment 1, Scope of Work, Section 5, Reporting.

____ yes ____ no

2. **Summary of Deliverables**
(Provide the complete list of Deliverables as contained in the Scope of Work using the table format below. Please use **BOLD text** to indicate when actual dates differ from the associated planned date.

Deliverable Name	Start Date		Completion Date		Status (% completed)
	Planned	Actual	Planned	Actual	
Total					

Progress Report Narrative

1. **Overall Project Status:**
(Provide a summary of the status of the project and list any challenges facing the project and how you plan to address them. Identify any potential agreement changes (e.g., no-cost time extension, budget updates, or schedule changes, cost shifts, etc.) that may be required to address the challenges. Identify any assistance Commerce may be able to provide to assist in resolving the challenge(s).)
2. **Summary of Activities:**
(Summarize, in a bulleted list, significant project activities and/or accomplishments. Relate these activities and accomplishments to a Deliverable or task listed in the Scope of Work and describe why it is valuable to that deliverable or task.)
3. **Meeting and Event Summary:**
(A response is required for each item below for each itemized travel expense, included in the quarterly invoice, related to an attended meeting or event.)

- a. Meeting/Event Type: (Please select one of the following)
- | | | | |
|------------------|------------------------|---------------------|-------------|
| Conference _____ | Convention _____ | Summit _____ | Forum _____ |
| Air Show _____ | Business Meeting _____ | Board Meeting _____ | |
| Other _____ | | | |
- b. Who, from your organization, attended the event and what is their title?
- c. What was the purpose of this meeting or event?
- d. Did your organization provide any meeting materials at this event? If so, please describe.
- e. What knowledge did you obtain?
- f. How does your attendance at this event benefit your local community, installation, and taxpayers?

4. What is Expected to be Accomplished During the Next Reporting Period?

(Include a list of significant project activities and/or accomplishments you expect to start and/or complete in the next quarter. Relate these activities and accomplishments to a Deliverable or task listed in the Scope of Work.)

End of Exhibit 1 to Attachment 1

EXHIBIT 2 TO ATTACHMENT 1

FINANCIAL REPORT
2023-2026 DEFENSE INFRASTRUCTURE GRANT PROGRAM

(Provide the required information in the table below. The purpose of this table is to help the Grantee and Commerce ensure that project funds and match share are being spent at the expected rate and to assist with payment record keeping.)

Is this the final invoice and report for this Agreement? _____ Yes _____ No

Grantee:		Agreement No.:		Report Date:		Report Number:	
Grant Period Ending:	☐ September 30 (Q 1)	☐ December 31 (Q 2)	☐ March 31 (Q 3)	☐ June 30 (Q 4)	Year:		

Budget Category	Budget			State Funded Program Expenditures		Remaining Balance	
	Award Allocation	Spent to Date	Match Share	Approved Invoices to Date	Outstanding Invoices	State Funding	Match Share
Deliverable 1							
Task 1:	\$	\$	\$	\$	\$	\$	\$
Task 2:	\$	\$	\$	\$	\$	\$	\$
Deliverable 2							
Task 1:	\$	\$	\$	\$	\$	\$	\$
Task 2:	\$	\$	\$	\$	\$	\$	\$
Deliverable 3							
Task 1:	\$	\$	\$	\$	\$	\$	\$
Task 2:	\$	\$	\$	\$	\$	\$	\$
Grand Totals:	\$	\$	\$	\$	\$	\$	\$
Agreement Execution Date							
Agreement End Date							
% of Agreement Term Completed to Date							

- End of Exhibit 2 to Attachment 1 -

EXHIBIT 3 TO ATTACHMENT 1
GRANTEE INVOICE

This invoice is a summary of all the costs that you are claiming currently. If the costs encompass multiple deliverables, delineate the costs for each of the deliverables separately.

Grantee Name:_____

Street Address:_____

City, State & Zip Code:_____

Contact Name:_____

Contact Phone:_____

Agreement Number:_____

Invoice Number:_____

Dates of Service:_____

FEIN:_____

Contact Email:_____

To: Florida Department of Commerce
107 East Madison Street
Tallahassee, FL 32399
ATTN: Cory Strickland

Deliverable and/or Task Number: (Ex.: Deliverable 1/Task 1)			
Payee Name:	Payee Invoice Number:	Payment Confirmation or Check Number:	Amount
Deliverable and/or Task Number:			
Deliverable and/or Task Number:			
Total			

I certify, by evidence of my signature below, the above information is true and correct, and accurately reflects the terms and conditions of the executed contract. I understand that the office of the State Chief Financial Officer reserves the right to require additional documentation and/or to conduct post-audits of any agreements.

Name (printed)

Date

Signature

Title

ATTACHMENT 2

AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as “Grantee”) may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

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

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government, or a nonprofit organization as defined in 2 CFR 200.1.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded to the Grantee through Commerce under this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded to the Grantee through Commerce under this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

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

N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.1 and 200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

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

- a. Commerce at each of the following addresses:

Electronic copies (preferred):
Audit@commerce.fl.gov

or Paper (hard copy):
Department of Commerce
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

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

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

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

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred):
Audit@commerce.fl.gov

or Paper (hard copy):
Department of Commerce
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted to Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance

with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

Remainder of Page Intentionally Left Blank

EXHIBIT 1 TO ATTACHMENT 2**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:****SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

State Project FLORIDA DEPARTMENT OF COMMERCE, CSFA 40.040, BUSINESS DEVELOPMENT
PROJECTS - **\$500,000.00**

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

1. The grantee shall perform the obligations as set forth in this Agreement, including any attachments and exhibits thereto.
2. Commerce will provide funds to the Grantee by issuing one or more Notices of Fund Availability (“NFA”) through Commerce’s Subrecipient Enterprise Resource Application (“SERA”). **Each NFA will include specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. The Subrecipient shall be governed by all applicable laws, rules, and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient’s NFA. The Subrecipient shall comply with all terms contained within an NFA as a condition precedent to the receipt of funds and as an ongoing condition to the use and expenditure of the funds.**
3. Activities are limited to those in the Scope of Work.

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

NOTE: 2 CFR 200.331, as revised, and s. 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

Remainder of Page Intentionally Left Blank

ATTACHMENT 3 AUDIT COMPLIANCE CERTIFICATION

Grantee Name: _____
 FEIN: _____ Grantee's Fiscal Year: _____
 Contact Person Name and Phone Number: _____
 Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Commerce (Commerce)? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative

ATTACHMENT 4
MINORITY AND SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE FORM

(Company Name, Street Address, City & Zip Code)

Commerce Contract Number:

Commerce Project Name:

Contract Amount

\$0.00

MBE Participation Amount: MBE Percentage

\$0.00

DV Participation Amount: DV Percentage

\$0.00

Contract Vendor Invoice #

Date (mm dd, yyyy)

MINORITY BUSINESS ENTERPRISE (MBE)

** Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

** Minority Business Enterprise	Description	** MBE Status	State Certified MBE (Yes or No)	MBE Contract \$ Amount	\$ Amount this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				\$-	\$-	\$-	\$-	
				\$-	\$-	\$-	\$-	
				\$-	\$-	\$-	\$-	
				\$-	\$-	\$-	\$-	
TOTALS				\$-	\$-	\$-	\$-	
							\$-	

** Certified MBE: H - African American I - Hispanic J - Asian/Hawaiian K - Native American M - American Women

** Non-Certified MBE: N - African American O - Hispanic P - Asian/Hawaiian Q - Native American R - American Women

FLORIDA VETERAN BUSINESS ENTERPRISE (VBE)

* Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

* Florida Veteran Business Enterprise	Description	* V Status	State Certified V Business (Yes or No)	V Contract \$ Amount	\$ Amount this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				\$-	\$-	\$-	\$-	
				\$-	\$-	\$-	\$-	
				\$-	\$-	\$-	\$-	
				\$-	\$-	\$-	\$-	
TOTALS				\$-	\$-	\$-	\$-	
							\$-	

* Certified V: W - Veteran Business * Non-Certified V: Y - Veteran Business

INCLUDE THIS FORM WITH YOUR INVOICE

Attachment 5
ENGINEERS CERTIFICATION OF COMPLIANCE

NOTICE OF COMPLETION

FLORIDA DEFENSE INFRASTRUCTURE GRANT AGREEMENT
Between
THE FLORIDA DEPARTMENT OF COMMERCE
and _____

PROJECT DESCRIPTION:

Commerce Agreement
No. _____

In accordance with the Terms and Conditions of the Florida Defense Infrastructure Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20____.

By: _____
Name: _____
Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Florida Defense Infrastructure Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, Grantee shall furnish Commerce a set of "as-built" plans certified by the Engineer of Record/CEI.

SEAL:

By: _____, P.E.
Name: _____
Date: _____



Finance Department/Purchasing Division

65 Stone Street • Cocoa, FL 32922

PHONE: (321) 433-8833

EMAIL: PURCHASING@COCOAFL.GOV

www.CocoaFL.gov

December 18, 2024

Addendum 1

To the Contract Documents and Specifications:

ITB # Q-25-03-COC

Engineering Services for the Pineda Causeway Phase 2
Water Main Installation

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. This addendum includes and addresses the following questions:

1. May the City please provide a sample contract for RFQ No. Q-25-03-COC?

Answer: Sample Contract for Engineering Services Agreement provided in a separate attachment to this Addendum.

2. Page 3 of the RFQ states "Each section will be separated using divider tabs and bound." However, page 19 states that "proposals should NOT be permanently bound." May the City please clarify what type of binding is acceptable for our paper submissions?

Answer: The submittal must be bound, but not permanently. An example would be a three-ring binder. The intent is to allow the City to extract and reinsert pages as needed.

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

Stay Connected     

3. Regarding Section IV – Project Team Qualifications and Experience, do the projects listed in Form A and Form B have to be fully completed, or would the City accept ongoing projects?

Answer: For a work example to receive credit, the work must be fully completed. For example, design work credit on an active construction project (or a construction project that has not yet occurred) may be granted as long as the design work is fully completed. Engineering services during construction for an unfinished construction project will not be granted credit.

B. 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

Addendum 1 - SAMPLE CONTRACT

ENGINEERING SERVICES AGREEMENT

Engineering Services for [PROJECT TITLE]

THIS ENGINEERING SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____ 2025, by and between the **City of Cocoa**, a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **[ENGINEERING FIRM]** a **[STATE OF INCORPORATION]** corporation authorized to do business in Florida ("Engineer"), whose principal address is **[FIRM'S ADDRESS]**.

WITNESSETH:

WHEREAS, City desires to obtain engineering, design, and permitting services for **[project short description]**; and

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

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

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

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

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall remain in effect until completion of said project. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

1.2 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 Engineering Services Agreement, as may be amended from time to time, which shall constitute authorization for the Engineer to provide the engineering services approved by the City.

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.

Continuing Engineering Services Agreement
City of Cocoa / **[Engineer]**

c. "Engineer" shall mean [Engineering Firm Name], a [State of Incorporation] corporation, and its principals, employees, resident project representatives (and assistants).

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

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

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

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

2.0 DESCRIPTION OF SERVICES

2.1 The Engineer shall perform engineering services for [enter project short description] as described in the City's RFQ [Enter RFQ number and date published] and in accordance with the detailed cost breakdown attached hereto as **Exhibit "A"** which is the Engineer's Cost and Schedule Proposal to the City. [Notes for Engineer: 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.]

3.0 CHANGES IN THE SCOPE OF WORK

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

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

4.0 SCHEDULE

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

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

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

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

5.1 General Services. For basic and additional Services performed by Engineer's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that agreed upon by the parties as shown in **Exhibit “A”**. However, payment terms must be consistent with the terms and conditions in this Agreement.

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

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

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

5.5 Miscellaneous. Under no circumstances shall actual or direct costs under this

Agreement include costs associated with inefficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Engineer.

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

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

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

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

5.10 Acceptance of Payment. Acceptance of final payment by the Engineer shall constitute a release of all claims for payment which the Engineer may have against the City 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. If the City objects to all or any portion of any invoice, it shall notify the Engineer of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

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

8.0 SAFETY

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

9.0 REASONABLE ACCESS

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

10.0 INSURANCE

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

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

b. General Liability. The Engineer shall maintain comprehensive general liability insurance in the minimum amount of \$1,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than \$5,000.00, unless a higher deductible is pre-approved by the City Manager, to protect the Engineer from claims of property damages and personal injury

which may arise from any Services performed under this Agreement, whether such Services are performed by the Engineer or by anyone directly employed by or contracting with the Engineer.

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

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

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

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage

afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Engineer shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

12.1 Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement, 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 in the same locality at the time the services are provided. Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Engineer's services shall be consistent with the time periods established under this Agreement. Engineer shall provide City with a written schedule for services performed and such schedule shall provide for ample time for the City to review, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on Engineer's behalf with respect to the Services. In addition, Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes, and regulations applicable to Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities at the time the Services are rendered. The Engineer represents 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 in effect as of the date of the Agreement. Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this

Agreement is terminated by the City, or terminated by Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 2.1 herein, Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement. The Engineer represents that it will carefully examine the scope of services required by the City, that it will investigate the essential requirements of the services required, and that it will have sufficient personnel, equipment, and material at its disposal to complete the services set forth in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

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

13.0 GUARANTEE AGAINST INFRINGEMENT

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

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Engineer agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Engineer related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Engineer. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Engineer are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC

RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

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

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

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

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

15.0 ASSIGNMENT

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

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

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

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

16.0 INDEPENDENT CONTRACTOR

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

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

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

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

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

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

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

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

f. Engineer has assigned this Agreement without the City's prior written consent.

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

17.3 In the event of such termination upon default and breach of this Agreement, any completed services performed by the Engineer under this Agreement shall, at the option of the City, become the City's property and the Engineer shall be entitled to receive equitable compensation for any work completed up to the date of termination. 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.

18.0 TERMINATION

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

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

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

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Engineer's labor force); extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; or order by any regulatory agency, provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for 60 days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

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

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

24.0 THIRD PARTY RIGHTS

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

25.0 PROHIBITION AGAINST CONTINGENT FEES

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

26.0 ENTIRE AGREEMENT

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

27.0 NO JOINT VENTURE

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

28.0 ATTORNEY'S FEES

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

29.0 COUNTERPARTS

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

30.0 DRAFTING

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

31.0 NOTICE

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

For Engineer:
[Engineer Name]
Attn:
Officer Name
Address
Phone
Email]

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

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

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

32.0 SOVEREIGN IMMUNITY

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

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

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

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

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

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

34.1 The Engineer shall indemnify and hold the City, its elected officials, officers, employees, and volunteers harmless from any and all claims, injuries, liabilities, damages, losses, costs or suits, including attorney fees, to the extent caused by the negligence, recklessness, or

intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement.

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

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

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

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

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make Engineer or Engineer's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. Engineer and Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees

in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Engineer's own personnel.

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

36.0 RECORD DRAWINGS

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

37.0 ADDITIONAL ASSURANCES

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

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

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

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

d. The undersigned is authorized to execute this Agreement on behalf of the Engineer and said signature shall bind the Engineer to this Agreement. No further action is required by the

Engineer to enter into this Agreement other than Engineer's undersigned representative's execution of the Agreement.

38.0 E-VERIFY.

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

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

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

CITY:
CITY OF COCOA

ENGINEER:
[ENGINEER]

By: _____

By: _____

Print Name/Title: _____

Print Name/Title: _____

ATTEST:

By: _____
Monica Arsenault, City Clerk

EXHIBIT A
Engineer's Cost Proposal and Schedule

EXHIBIT C
Engineer's Response to RFQ Q-23-12-COC

Continuing Engineering Services Agreement
City of Cocoa / [Engineer]



February 4, 2025

To: Cocoa City Council

Re: Evaluation Committee Recommendation for Qualifications (RFQ) Q-25-03-COC

The City of Cocoa Purchasing Division solicited the RFQ for Engineering Services for the Pineda Causeway Phase 2 Water Main Installation in the City's bidding platform, VendorLink, on November 22, 2024. The solicitation was simultaneously advertised in the Florida Today newspaper and posted to the City of Cocoa's website. A total of 1,742 notifications were sent out to vendors with 36 individual downloads of the RFQ.

A public proposal opening was conducted by the Purchasing Division on January 10, 2025. The City received responses from two engineering firms:

- **Kimley Horn and Associates, Inc**
- **CHA Inc.**

On January 16, 2025 the Evaluation Committee held a public meeting to review the response to the solicitation. The committee was comprised of the following individuals:

- Kathryn Ennis, Utilities Deputy Director, City of Cocoa
- John Perrin, Senior Engineer, City of Cocoa
- Josh Frary, Utilities Associate Engineer III, City of Cocoa

During the meeting, the committee reviewed the RFQ requirements, the evaluation criteria and the proposals submitted. The committee decided that in addition to the written submittals, oral presentation would be required by the proposers to facilitate the evaluation process.

Representatives from both firms met with the Evaluation Committee at separate times on January 29, 2025, to present their proposal and to respond to committee members questions. The Evaluation Committee then independently submitted their scoring results to the Purchasing Division on or before February 3, 2025. On February 4, 2025, The Evaluation Committee reconvened in a public meeting to discuss their scoring results and to finalize its recommendations to City Council.

The scoring results were compiled by the Purchasing Division and summarized in the following table:

Rank	Firm	Firm Qual. [20 pts]	Project Team [25 pts]	Experience [25 pts]	Approach [13 pts]	Location [15 pts]	MWBE Firm [2 pts]	Total [100 pts]
1	Kimley-Horn and Associates	18.93	22.97	22.5	12.77	15	0	92.17
2	CHA Consulting	19.2	23.9	23.17	10.4	15	0	91.67

Both proposals were highly professional, demonstrating the capacity of each firm to successfully execute the project.

In accordance with the RFQ process, the City Manager and City Attorney will now enter into negotiations with the top-ranked firm. Should these negotiations prove unsuccessful, discussions will commence with the second-ranked firm. If an agreement cannot be reached with the second-ranked firm, a new RFQ process will be initiated.

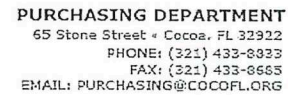
A copy of the evaluation scoring results and evaluator comments are attached to this recommendation for your review.

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

Sincerely,



Brian Dale
Purchasing Manager
City of Cocoa





Technical Evaluation Scoring Sheet

Q-25-03-COC

Engineering Services for the Pineda Causeway Phase 2 Water Main Installation

Proposer: KIMLEY HORN

Section	Document	Points	Weight	Score (0-5)	Points Awarded
Firm's Qualifications	Responsiveness of Prime	20	20%	5	4
	Sufficient Resources Available		20%	5	4
	Similar Projects		20%	5	4
	Proven Track Record		40%	4	6.4
	Subtotal				18.4
	Certified Minority Business Enterprise	2	100%	☐	0
Project Team's Qualifications	Project Manager Experience	25	45%	4	9
	Project Engineer Experience		45%	5	11.25
	Organizational Structure		10%	5	2.5
	Subtotal				22.75
Experience and Performance	Project 1	25	20%	5	5
	Project 2		20%	4	4
	Project 3		20%	5	5
	Project 4		20%	5	5
	Project 5		20%	4	4
	Subtotal				23
Project Approach		13	100%	5	13
Location	Project Manager, Engineer and Office Location within 75 miles of the City	15	100%	☒	15
Total Points					92.15

Column Definition

Section	Evaluation Criteria sections as defined in the RFP
Document	Required documentation requested to be submitted in each tab
Points	Total Point Value for Tab or section in the RFP
Weight	Prorate of Points towards each document being reviewed
Score	0-Not Covered, 1-Poor, 2- Below Avg, 3- Average, 4-Above Avg, 5-Excellent
Points awarded	Points Awarded = Points * Weight * (Score/5)

Evaluator Name Josh Frary

Evaluator Title Utility Engineer III

Date Completed Friday, January 31, 2025

Notes:



Technical Evaluation Scoring Sheet

Q-25-03-COC

Engineering Services for the Pineda Causeway Phase 2 Water Main Installation

Proposer: CHA CONSULTING

Section	Document	Points	Weight	Score (1-10)	Points Awarded
Firm's Qualifications	Responsiveness of Prime	20	20%	4	3.2
	Sufficient Resources Available		20%	5	4
	Similar Projects		20%	4	3.2
	Proven Track Record		40%	5	8
	Subtotal				18.4
	Certified Minority Business Enterprise	2	100%	☐	0
Project Team's Qualifications	Project Manager Experience	25	45%	5	11.25
	Project Engineer Experience		45%	5	11.25
	Organizational Structure		10%	4	2
	Subtotal				24.5
Experience and Perfomance	Project 1	25	20%	5	5
	Project 2		20%	4	4
	Project 3		20%	4	4
	Project 4		20%	4	4
	Project 5		20%	5	5
	Subtotal				22
Project Approach		13	100%	4	10.4
Location	Project Manager, Engineer and Office Location within 75 miles of the City	15	100%	☒	15
Total Points					90.3

Column Definition

Section	Evaluation Criteria sections as defined in the RFP
Document	Required documentation requested to be submitted in each tab
Points	Total Point Value for Tab or section in the RFP
Weight	Prorate of Points towards each document being reviewed
Score	0-Not Covered, 1-Poor, 2- Below Avg, 3- Average, 4-Above Avg, 5-Excellent
Points awarded	Points Awarded = Points * Weight * (Score/5)

Evaluator Name Josh Frary
 Evaluator Title Utility Engineer III
 Date Completed Friday, January 31, 2025

Notes:



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

Technical Evaluation Score Sheet Summary
Q-25-03-COC
Engineering Services for the Pineda Causeway Phase 2 Water Main Installation

Instructions:

- | | | | | |
|---|-------------|------------------------|----------------------|----------------------------------|
| 1. Enter your Name and Title: | Name | Katherine Ennis | Title | Deputy Utilities Director |
| 2. Review each of the submittal | | | | |
| 3. Enter your scores on the corresponding worksheet in the workbook | | | | |
| 4. Enter completion date and notes if any on each worksheet | | | | |
| 5. Completed worksheets to be submitted by the Due Date: | | 1/29/2025 | Upload to Vendorlink | |

Submittal List			20	2	25	25	13	15	100	
Worksheet	Bid Tab #	Firm Name	Company Qual.	MBE	Proj. Team Qual	Experience	Proj. Appr.	Location	Total Score	Rank
1-KH	1	KIMLEY HORN	19.2	0	22.75	22	13	15	91.95	2
2-CHA	2	CHA CONSULTING	20	0	22.75	24	10.4	15	92.15	1

X

Katherine
Ennis

Digitally signed by
Katherine Ennis
Date: 2025.02.03
08:14:30 -05'00'



Technical Evaluation Scoring Sheet

Q-25-03-COC

Engineering Services for the Pineda Causeway Phase 2 Water Main Installation

Proposer: KIMLEY HORN

Section	Document	Points	Weight	Score (0-5)	Points Awarded
Firm's Qualifications	Responsiveness of Prime	20	20%	5	4
	Sufficient Resources Available		20%	5	4
	Similar Projects		20%	4	3.2
	Proven Track Record		40%	5	8
	Subtotal				19.2
	Certified Minority Business Enterprise	2	100%	☐	0
Project Team's Qualifications	Project Manager Experience	25	45%	5	11.25
	Project Engineer Experience		45%	4	9
	Organizational Structure		10%	5	2.5
	Subtotal				22.75
Experience and Performance	Project 1	25	20%	5	5
	Project 2		20%	5	5
	Project 3		20%	4	4
	Project 4		20%	4	4
	Project 5		20%	4	4
	Subtotal				22
Project Approach		13	100%	5	13
Location	Project Manager, Engineer and Office Location within 75 miles of the City	15	100%	☒	15
Total Points					91.95

Column Definition

Section	Evaluation Criteria sections as defined in the RFP
Document	Required documentation requested to be submitted in each tab
Points	Total Point Value for Tab or section in the RFP
Weight	Prorate of Points towards each document being reviewed
Score	0-Not Covered, 1-Poor, 2- Below Avg, 3- Average, 4-Above Avg, 5-Excellent
Points awarded	Points Awarded = Points * Weight * (Score/5)

Evaluator Name Katherine Ennis
 Evaluator Title Deputy Utilities Director
 Date Completed Monday, February 3, 2025

Notes:



Technical Evaluation Scoring Sheet

Q-25-03-COC

Engineering Services for the Pineda Causeway Phase 2 Water Main Installation

Proposer: CHA CONSULTING

Section	Document	Points	Weight	Score (1-10)	Points Awarded
Firm's Qualifications	Responsiveness of Prime	20	20%	5	4
	Sufficient Resources Available		20%	5	4
	Similar Projects		20%	5	4
	Proven Track Record		40%	5	8
	Subtotal				20
	Certified Minority Business Enterprise	2	100%	☐ FALSE	0
Project Team's Qualifications	Project Manager Experience	25	45%	5	11.25
	Project Engineer Experience		45%	4	9
	Organizational Structure		10%	5	2.5
	Subtotal				22.75
Experience and Performance	Project 1	25	20%	5	5
	Project 2		20%	5	5
	Project 3		20%	4	4
	Project 4		20%	5	5
	Project 5		20%	5	5
	Subtotal				24
Project Approach		13	100%	4	10.4
Location	Project Manager, Engineer and Office Location within 75 miles of the City	15	100%	☒ TRUE	15
Total Points					92.15

Column Definition

Section	Evaluation Criteria sections as defined in the RFP
Document	Required documentation requested to be submitted in each tab
Points	Total Point Value for Tab or section in the RFP
Weight	Prorate of Points towards each document being reviewed
Score	0-Not Covered, 1-Poor, 2- Below Avg, 3- Average, 4-Above Avg, 5-Excellent
Points awarded	Points Awarded = Points * Weight * (Score/5)

Evaluator Name Katherine Ennis
 Evaluator Title Deputy Utilities Director
 Date Completed Monday, February 3, 2025

Notes:



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

Technical Evaluation Score Sheet Summary

Q-25-03-COC

Engineering Services for the Pineda Causeway Phase 2 Water Main Installation

Instructions:

- | | | | | |
|---|-------------|--------------------|----------------------|------------------------|
| 1. Enter your Name and Title: | Name | John Perrin | Title | Senior Engineer |
| 2. Review each of the submittal | | | | |
| 3. Enter your scores on the corresponding worksheet in the workbook | | | | |
| 4. Enter completion date and notes if any on each worksheet | | | | |
| 5. Completed worksheets to be submitted by the Due Date: | | 1/29/2025 | Upload to Vendorlink | |

Submittal List

			20	2	25	25	13	15	100	
Worksheet	Bid Tab #	Firm Name	Company Qual.	MBE	Proj. Team Qual	Experience	Proj. Appr.	Location	Total Score	Rank
1-KH	1	KIMLEY HORN	19.2	0	23.3125	22.5	12.35	15	92.3625	2
2-CHA	2	CHA CONSULTING	19.2	0	24.4375	23.5	10.4	15	92.5375	1

2/3/2025

X John Perrin

Signed by: John Perrin

Summary

Pg. 1 of 3



Technical Evaluation Scoring Sheet

Q-25-03-COC

Engineering Services for the Pineda Causeway Phase 2 Water Main Installation

Proposer: KIMLEY HORN

Section	Document	Points	Weight	Score (0-5)	Points Awarded
Firm's Qualifications	Responsiveness of Prime	20	20%	5	4
	Sufficient Resources Available		20%	5	4
	Similar Projects		20%	4	3.2
	Proven Track Record		40%	5	8
	Subtotal				19.2
	Certified Minority Business Enterprise	2	100%	☐ FALSE	0
Project Team's Qualifications	Project Manager Experience	25	45%	4.5	10.125
	Project Engineer Experience		45%	4.75	10.6875
	Organizational Structure		10%	5	2.5
	Subtotal				23.3125
Experience and Performance	Project 1	25	20%	5	5
	Project 2		20%	5	5
	Project 3		20%	4	4
	Project 4		20%	4	4
	Project 5		20%	4.5	4.5
	Subtotal				22.5
Project Approach		13	100%	4.75	12.35
Location	Project Manager, Engineer and Office Location within 75 miles of the City	15	100%	☒ TRUE	15
Total Points					92.3625

Column Definition

Section	Evaluation Criteria sections as defined in the RFP
Document	Required documentation requested to be submitted in each tab
Points	Total Point Value for Tab or section in the RFP
Weight	Prorate of Points towards each document being reviewed
Score	0-Not Covered, 1-Poor, 2- Below Avg, 3- Average, 4-Above Avg, 5-Excellent
Points awarded	Points Awarded = Points * Weight * (Score/5)

Evaluator Name John Perrin

Evaluator Title Senior Engineer

Date Completed Monday, February 3, 2025

Notes: Score range for each firm is 0-5.



Technical Evaluation Scoring Sheet

Q-25-03-COC

Engineering Services for the Pineda Causeway Phase 2 Water Main Installation

Proposer: CHA CONSULTING

Section	Document	Points	Weight	Score (1-5)	Points Awarded
Firm's Qualifications	Responsiveness of Prime	20	20%	4.5	3.6
	Sufficient Resources Available		20%	5	4
	Similar Projects		20%	5	4
	Proven Track Record		40%	4.75	7.6
	Subtotal				19.2
	Certified Minority Business Enterprise	2	100%	☐ FALSE	0
Project Team's Qualifications	Project Manager Experience	25	45%	4.75	10.6875
	Project Engineer Experience		45%	5	11.25
	Organizational Structure		10%	5	2.5
	Subtotal				24.4375
Experience and Performance	Project 1	25	20%	5	5
	Project 2		20%	5	5
	Project 3		20%	4	4
	Project 4		20%	4.5	4.5
	Project 5		20%	5	5
	Subtotal				23.5
Project Approach		13	100%	4	10.4
Location	Project Manager, Engineer and Office Location within 75 miles of the City	15	100%	☒ TRUE	15
Total Points					92.5375

Column Definition

Section	Evaluation Criteria sections as defined in the RFP
Document	Required documentation requested to be submitted in each tab
Points	Total Point Value for Tab or section in the RFP
Weight	Prorate of Points towards each document being reviewed
Score	0-Not Covered, 1-Poor, 2- Below Avg, 3- Average, 4-Above Avg, 5-Excellent
Points awarded	Points Awarded = Points * Weight * (Score/5)

Evaluator Name John Perrin
 Evaluator Title Senior Engineer
 Date Completed Monday, February 3, 2025

Notes: Score range for each firm is 0-5.

RFQ NO. Q-25-03-COC

ENGINEERING SERVICES FOR THE

PINEDA CAUSEWAY PHASE 2

Water Main Installation Project

City of Cocoa



COPY

Kimley»Horn

Expect More. Experience Better.

JWFLMELB003746.2024

Page 037 of 042

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-25-03-COC**

RFQ SUBMITTAL ACKNOWLEDGEMENT



Finance Department
Purchasing & Contracts Division
65 Stone St.
Cocoa, FL 32922

ISSUANCE DATE:
Friday, November 22, 2024

PROPOSALS MUST BE RECEIVED PRIOR TO:
Friday, January 10, 2025, 3:00PM

PURCHASING DIVISION CONTACT:
Brian Dale
(321) 433-8833
purchasing@cocoafl.gov

PLEASE COMPLETE THE FOLLOWING AND SUBMIT THIS FORM WITH YOUR PROPOSAL	
Vendor Name: Kimley-Horn and Associates, Inc. Address: 7341 Office Park Place, Suite 102 City, State, Zip: Melbourne, FL 32940 Primary Contact: Tucker Hunter, PE Phone Number: 407-982-3064 E-Mail Address: Tucker.Hunter@kimley-horn.com FEIN Number: 56-0885615	List of Deviations (if any) attached Yes ☒ No ☐ Included in Section VIII If submitting a “NO RESPONSE”, state reason: _____ _____

Response packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Responses received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located in the lobby of the Office of the Purchasing Manager will be the official authority for determining late responses.

One (1) original (MARKED “ORIGINAL”), Three (3) paper copies, and One (1) electronic copy on a USB drive of all responses and required attachments must be executed and submitted in a sealed envelope. Respondent shall mark response envelope, **RFQ #Q-25-03-COC ENGINEERING SERVICES FOR PINEDA CAUSEWAY PHASE 2 WATER MAIN**

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
O-25-03-COC

INSTALLATION PROJECT. Respondent name and return address must be clearly identified on the outside of the envelope.

By submitting an RFQ proposal and executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of Respondent to submit this RFQ package to the City of Cocoa, and bind the Respondent to the terms and conditions of this RFQ. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the RFQ Package and all subsequently issued addendums. Further, Respondent certifies, represents, and warrants that all information contained in Respondent's RFQ submittal is accurate and truthful and that the City of Cocoa will rely on said information during the RFQ process. Respondent further understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification. Additionally, Respondent agrees that the City of Cocoa shall have the sole discretion to rank Respondents to this RFQ.

The final ranking of the qualifications of all Respondents by the City does not guarantee that any of the highest ranked Respondents will be selected to perform the services required by this RFQ. The City, at its sole discretion, will initiate negotiations to enter into a written Contract with the selected Respondent pursuant to this RFQ and in accordance with the Consultants' Competitive Negotiation Act, s. 287.055, Florida Statutes. Said Contract shall be approved by, and at the sole discretion of, the City Council of Cocoa, and shall depend on numerous factors such as any successful Respondent offering fair, competitive and reasonable prices for their services and the Respondent's ability to accept the terms and conditions required by the City. Further, Respondent agrees that the City has the right to reject, for any reason and without penalty, any and all submittal packages prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced under this RFQ with any Respondent at any time, including after selection of certain Respondents for negotiation. Selected Respondents will be required to execute a written agreement on a form prepared by and acceptable to the City Attorney. Under no circumstances whatsoever shall a contract be formed between the City and a selected Respondent until such time the written agreement is approved by the City Council at a public meeting and executed by the Respondent.

Respondent shall bear all costs associated with preparing and responding to this RFQ. The City of Cocoa will provide no compensation for such costs.

During the RFQ process, Respondent consents to the City of Cocoa conducting credit and corporate background checks on the Respondent. Further, the Respondent hereby consents and authorizes the City to contact any and all previous clients, and references, of Respondent to inquiry about the Respondent's past or current performance on any other project that the City deems to be relevant to the services requested under this RFQ.

Respondent expressly acknowledges and represents and warrants that it will comply with the Anti-Lobbying requirement of this RFQ which is set forth in Section I of this RFQ.

Addendum Acknowledgements [List addenda number and date]:

Addendum 1 December 18, 2024

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
O-25-03-COC

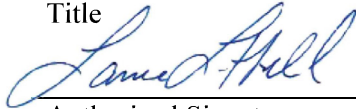
THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS RFQ AS IF SET FORTH ABOVE.

Lance Littrell, PE

Name of Respondent

Vice President

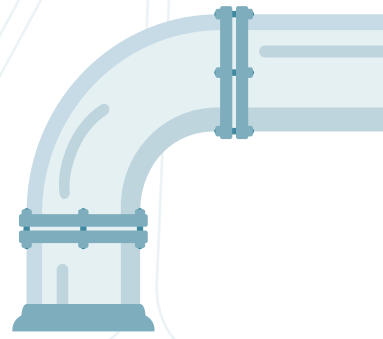
Title



Authorized Signature

January 10, 2025

Date



SECTION I

Cover Letter



Section I – Cover Letter

January 10, 2025

Brian Dale
Purchasing Manager
Purchasing and Contracts Division
65 Stone Street
Cocoa, FL 32922

Kimley-Horn
7341 Office Park Place
Suite 102
Melbourne, FL 32940
321.430.1138
kimley-horn.com

RE: Engineering Services for the Pineda Causeway Phase 2 Water Main Installation Project

Dear Mr. Dale and Members of the Selection Committee:

Kimley-Horn would like to express our sincere desire to serve the City of Cocoa (City) as your preferred engineering consultant for the **Pineda Causeway Phase 2 Water Main Installation Project**. Our project team understands the importance of extending the existing 16-inch water main along Pineda Causeway and SR A1A to provide improved reliability, pressures, and quality of potable water flows to the beach side residences and businesses in and around the Patrick Space Force Base (SFB). To achieve this, the City needs a partner it can trust that provides a deep bench of professional resources capable of delivering design, permitting, construction, and grant compliance services.

Kimley-Horn is that partner, offering the following key advantages to the City:



TEAM OF EXPERTS. Our project manager, **Tucker Hunter, PE** has compiled a team of talented, local professionals for this project that will strengthen our on-going relationship

with the City. Tucker and the team understand the importance of responsiveness and technical experience needed to handle every aspect of the City's goals under this contract. **Steve Romano, PE** will serve as your dedicated project engineer, providing the City with a local, responsive contact involved with day-to-day project delivery. Tucker, Steve, and the rest of our team will be supported by **Lance Littrell, PE**, our principal-in-charge with more than 23 years of experience with a wide range of utility projects across Florida. Lance has a long-standing relationship with the City and has served as a trusted advisor for the City for years. Utilizing our extensive resources and decades of experience, Kimley-Horn has a strong desire to deliver this project successfully for the City and its residents, continuing our on-going relationship by exceeding your expectations.



LOCAL EXPERIENCE AND EXPERTISE.

Our proximity to City offices and the Pineda Causeway project will allow our team to be on site or in the field at a moment's notice.

Tucker and Steve are both Brevard County residents and are based out of our local Melbourne office, just a 20-minute drive from both the City's office and Patrick SFB. Our team is dedicated to be local and responsive to meet the City's needs.



Tucker Hunter, PE
Project Manager



Steve Romano, PE
Project Engineer



Lance Littrell, PE
Principal-in-Charge





EXPERIENCE SERVING PUBLIC UTILITIES. We are currently serving dozens of Florida municipalities with engineering services for their utilities, specifically providing design, permitting, construction, and grant compliance services for water conveyance projects. In fact, Tucker currently serves as project manager for the City of Cocoa's Courtenay Parkway Water Main Relocation project. He has been establishing a relationship with your staff and knows what it takes to deliver successful projects for the City. In addition, Steve has designed more than 100 miles of pipelines from two inches in diameter to 42 inches in diameter for municipalities across the state. Together, with the rest of our experienced project team, Kimley-Horn will bring local and significant expertise to deliver this project and achieve the City's goals.



MILITARY BASE EXPERIENCE. Kimley-Horn is a recognized national specialist on military projects of all sizes, including utility installations on military bases such as utility relocations related to building improvements, traffic signals and active vehicle barrier designs, hangars, and airfield ramps. Kimley-Horn also understands what it means to partner with federal agencies and **have been providing continuous traffic engineering, site civil, and transportation planning services to the Department of Defense (DoD) since 1998**, including entry control facilities, traffic engineering, MEP, transportation planning, master planning, resiliency, military housing, SCIFs/various buildings, pavement management, airfield design, bridge design, roadway design as well as utility improvements, utility alternatives analysis, and development of Design/Build RFPs.



GRANT ADMINISTRATION EXPERIENCE. At Kimley-Horn, our experience with grants ranges from federal, to state, to local grants, as well as other third-party funding opportunities, such as legislative appropriations. Through our service to communities throughout Florida, we have provided local governments with consulting services for all these issues while at the same time developing solid working relationships with relevant funding agencies. Our combination of technical expertise, experience, and relationships is unparalleled, specifically with the Florida Department of Commerce and US Department of Defense management.



DEEP BENCH TO DELIVER THE JOB ON TIME AND WITHIN BUDGET. We know the importance of meeting our clients' deadlines and proactively take the necessary steps that enable us to confidently commit to meeting yours and the listed grants. With our depth of staff and ability to activate resources from other offices, we can help to ensure your projects are completed on-time and within budget. Steve and Tucker have a "deep bench" of experts that are dedicated in house that are ready to address any special needs that arise during the design or construction phase of the project. This provides significant time and cost savings to the City, whereby Steve and Tucker do not have to rely on others outside the firm for specialty items that may arise on a project.

With this response, we offer our commitment to the City of Cocoa and ask for your detailed evaluation. Our team is committed and eager to represent the City on this contract and looks forward to providing our professional services to support your commitment to providing high quality engineering services to your community.

Sincerely,

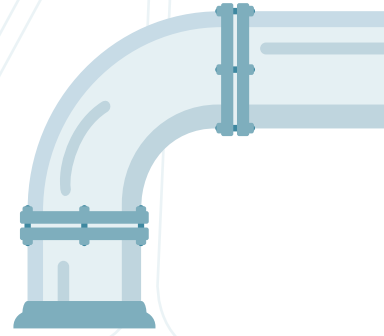
Kimley-Horn and Associates, Inc.

Tucker Hunter, PE
Project Manager

Steve Romano, PE
Project Engineer

Lance Littrell, PE
Principal-in-Charge/Vice President

As Vice President with the firm, Lance Littrell, PE is duly authorized to contractually bind the firm. Kimley-Horn is in receipt of Addendum #1 dated December 18, 2024.



SECTION *II*

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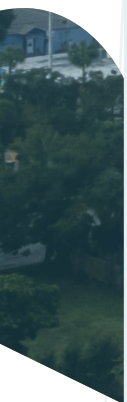
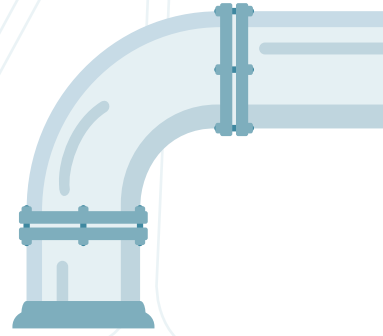


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SECTION

III

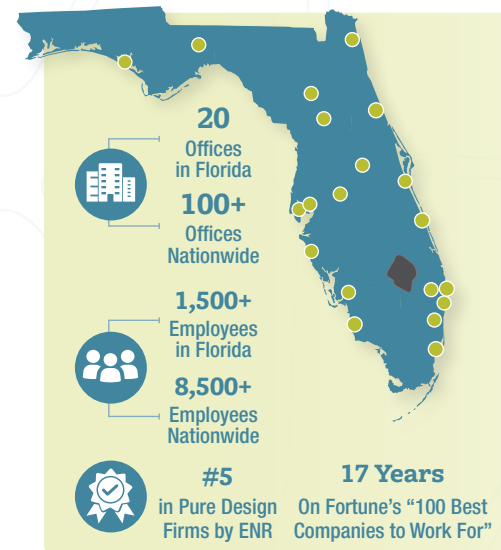
Company/Firms and Subconsultant Qualifications and Capabilities





Section III – Company/Firms and Subconsultant Qualifications and Capabilities

Founded in 1967, Kimley-Horn is a full-service, employee-owned, multidisciplinary consulting firm offering a broad range of engineering, planning, landscape architecture, and environmental services to clients in both the private and public sectors. After 57 years, our permanent staff includes more than 8,500 professional, technical, and support staff nationwide in more than 100 offices throughout the country. In the Florida region, there are nearly 1,500 employees across 20 offices. With more than 230 water and wastewater engineers and environmental professionals based in Florida and more than 800 nationally, Kimley-Horn has the in-house resources and technical expertise to provide all required services. Our integrated water resources staff in Melbourne can draw from those resources to address your needs by calling on our diverse Florida staff when needed to assist in providing water design services, permitting, CEI, or grant compliance assistance.



RESPONSIVENESS TO SATISFY REQUIREMENTS

Kimley-Horn offers the City an engineering team that is committed to providing cost-effective and state-of-the-art design solutions. We bring an understanding of water conveyance system operations, end-user requirements, and design capabilities that enable our team to produce plans that are constructable, meet the needs of our clients, and minimize construction costs. **Throughout the firm's growth, we have come to appreciate the value and importance of remaining true to our roots as a small firm, focusing our attention on our local clients and providing them with the personalized and responsive service they expect. Below are summaries of our team's services and experience in satisfying the requirements of this contract:**

PIPELINE DESIGN. Similar to the City's approach to infrastructure maintenance, we have experience with traditional pipeline design to more complex designs that include directional drilling and pipe bursting. We have designed hundreds of miles of pipelines of varying sizes and materials, from smaller diameter neighborhood pipelines to major transmission mains. We routinely design projects under strict regulatory compliance conditions, such as State Revolving Fund loan requirements, coordinating with existing utilities to avoid underground conflicts, and integrating with existing systems. We interact regularly and have longstanding relationships with permitting agencies in procuring permits for unique horizontal directional drill projects, including those involving subaqueous crossings under sensitive wetlands, major highways, and under Waters of the State.

HYDRAULIC MODELING. Our team has provided modeling services to many of our utility and municipal clients for a variety of systems, including water, wastewater, reuse, and stormwater. For example, we developed Martin County's first hydraulic model of their water supply system back in 1992 and, to this day, we still provide modeling services as their system continues to grow and mature. Kimley-Horn also has the ability to integrate water supply hydraulic models with GIS systems through the use of the WaterGEMS software. If required for design, our team will expertly build and calibrate a model to help the City:

- Evaluate connections to the proposed water conveyance system
- Project capital budgets and update impact fees
- Optimize system operations to minimize capital expenditures
- Determine normal and peak system demands
- Plan for water storage in normal and emergency situations

ENVIRONMENTAL SERVICES. Kimley-Horn's environmental expertise has been built throughout the variety of habitats and ecosystems found within the state of Florida. Our skilled biologists have delineated wetlands, assessed streams, and permitted projects in ecosystems ranging from coastal marshes and estuaries to herbaceous and forested freshwater wetlands. Their experience surveying and permitting throughout these varied ecosystems make them equipped and ready to assist with any environmental project.

PERMITTING. Permitting is a key task in any project, and we have an excellent track record and strong relationships with regulatory agencies. We have extensive experience in the planning, design, and construction of water conveyance projects and have been designing pipelines in Central Florida for over 30 years. Our in-depth knowledge of Florida Department of Transportation (FDOT) and Florida Department of Environmental Protection (FDEP) requirements will facilitate a rapid schedule without a learning curve on the regulatory procedures. Our team also has a thorough understanding of FDOT and FDEP expectations, enabling us to minimize delays and adjust submittals as needed. We will work to develop comprehensive permit application packages to streamline review and limit requests for additional information. Our strengths lie with our expert regulatory and compliance personnel, led by project manager **Tucker Hunter, PE**, who not only has experience permitting projects of this kind, but is also currently providing permitting and other regulatory services across the state of Florida.

Our strong relationships with the FDOT and FDEP enable us to successfully negotiate permit modifications, as well as reduce sampling and staffing requirements. We will conduct a pre-application meeting with the review agency at the onset of the 30% phase to solicit input on the project and identify permit requirements early. We anticipate these permits will be received between the 90% and 100% deliverable completion steps. **Kimley-Horn understands these agencies, knows what is required to gain approval, and excels in providing the high level of coordination that is required for expedited permit review.**

CONSTRUCTION PHASE SERVICES. With our proximity to the City, you can expect a member of our team to be on-site for any construction observations. Our construction phase services include shop drawing and submittal review, conducting progress meetings with the City and contractor, startup assistance and training, evaluation of delivered material, and coordinating punch list observations and materials testing. Our firm takes pride in designing “buildable” plans, and our knowledge of construction issues and costs is evidenced by our outstanding record of on time and on budget completions. Our experience can be used to review plans and specifications to identify constructability issues early in the process. Then, affordable adjustments can be made to maintain progress and avoid stop-work situations.

PUBLIC RELATIONS. Kimley-Horn is known for developing innovative approaches to projects that involve neighborhood participation. We understand that some projects require community involvement and acceptance, and we have developed effective methods of bringing the community into the process. Kimley-Horn is strongly committed to conducting public participation programs that educate, inform, and build consensus for a particular solution. To achieve these commitments, we have partnered with **The Merchant Strategy**, a public relations firm that offers extensive expertise in public involvement and community relations. Together, our team is more than capable of providing public relations assistance to the City through public meetings scheduled at critical points in the process, notifying the public of meetings, and communicating as often as needed with interested citizens.

EXPERIENCE WITH GRANT FUNDED PROJECTS

Your proposed project manager, Tucker Hunter, PE and the rest of the team of water professionals have supported municipalities in preparing and submitting grant proposals for infrastructure projects, as well as managing funds once awarded. Our firm is familiar with programs, including:

- OLDCC US Department of Defense
- Florida Department of Commerce
- FDEP, State Revolving Fund (FDEP-SRF) Public Financing Program
- The Florida Department of Economic Opportunity (DEO)
- SJRWMD Grants
- Protecting Florida Together Fund – Wastewater Grants
- Protecting Florida Together Fund – Resiliency Grants
- Florida Job Growth Grant Fund – Infrastructure Grants
- RESTORE Grants
- CDBG Mitigation, Disaster Recovery, and Resiliency Planning Grants
- Planning Technical Assistance Grants
- FEMA Public Assistance Grant Program and Hazard Mitigation



Grant funding is an important consideration for water conveyance projects. We have been in business in Florida for 55+ years and bring an in-depth understanding of working with the FDEP. We have helped clients across the Sunshine State obtain and properly manage grant funds from state and federal agencies.

Grant Management Highlight – Hull Avenue Septic to Sewer Conversion, Oakland, FL



The Town of Oakland received funding for its Hull Avenue Septic to Sewer Conversion project through the Community Development Block Grant (CDBG) from the Department of Economic Opportunity (DEO). To fully fund the project, **Tucker Hunter, PE** and his team assisted the Town with applying for a cost share application to the St. John's River Water Management District (SJRWMD) and Florida Department of Environmental Protection (FDEP) Springs Funding. Kimley-Horn conducted site visits that included educating the residents of the benefits of the project. The Town was selected to receive approximately \$644,700 from the SJRWMD and FDEP cost share grant and \$550,000 from the FDEP Springs Funds. The project was fully funded with \$1,794,700 in grant funding from the DEO, SJRWMD, and FDEP to cover the cost of construction and impact fees for the residents. During construction, Kimley-Horn assisted in construction administration and grant management for the CDBG, SJRWMD, and FDEP funding sources.

FINANCIAL RESOURCES

Kimley-Horn is privately owned, financially strong, and positioned for continued financial health. We maintain a disciplined focus on business fundamentals, operate the firm conservatively, and our internal controls and business standards are designed to keep our financial foundation strong. In addition to sustaining healthy annual revenues and equity, Kimley-Horn maintains a robust cash flow and has an untapped eight-figure operating line of credit available for short-term cash flow needs. Kimley-Horn has the financial ability to successfully perform the services required by the City for this contract. For any questions regarding Kimley-Horn's financial status, please contact Lindsey Balltzglier, Controller, at (919) 678-4141.

ABILITY TO DELIVER ON TIME AND ON BUDGET

Kimley-Horn has a proven record of performing on time and within budget for our clients. We have developed project management and reporting procedures that will allow our team to track the City of Cocoa's projects with respect to schedules and budgets. Kimley-Horn will work with the City to define project scoping, implementation, scheduling, management, budgetary monitoring, and quality assurance. We will provide all team members with our approved project management plan that includes agreed upon scope of services, staff hours, and project schedule, including a list of critical milestones.

Our team has a proven track record of meeting and exceeding client expectations. **For example, Lance and Tucker have worked together over six years and were able to meet an accelerated deliverable for the City of Davenport with the design of a 65,000 linear feet of water main replacement for the downtown area.** Originally anticipated to take 12-months for design, they were able to expedite the entire system design within 3-months after survey due to communicating with the client to monitor their expectations.

WORKLOAD

Meeting your schedule is not just a goal to us—it is a mandate. The members of our team were selected based on their experience with similar projects and their current and projected capacity. Kimley-Horn is immediately available to bring our relationships and extensive experience to begin serving the City of Cocoa on this project. Please see an outline of our key staff members' current workload:

Team Member	Role	Availability
Tucker Hunter, PE	Project Manager	85%
Steve Romano, PE	Project Engineer	60%
Lance Littrell, PE	Principal-in-Charge	50%
Tom Jensen, PE	QC/QA	50%

**More than 90%
of our work is for
repeat clients.**

CHARACTER AND REPUTATION

Kimley-Horn is recognized nationwide for the quality of its work environment, for its stature as a business enterprise, and for the outstanding work of its consulting staff. The firm's successful peer recognition has been accompanied by a commitment to providing responsive client service, pursuing continuous quality improvement, and operating as a business-based practice. We are proud of our working relationship with our clients, and much of our success the last 57 years is directly related to

our efforts to perform high-quality, timely services. You may ask why clients choose Kimley-Horn out of all the top-class consulting firms they can select from. Chances are they'd tell you it was because we have a reputation for making them successful. We listen to their needs, meet their schedules, accomplish their missions, deliver results, and exceed expectations. You simply won't find this caliber of service anywhere else.

LEGAL COMPLIANCE

We are very familiar with the laws of the State of Florida. Our team lives and works in Florida and has worked closely with many municipalities similar to the City. We also have legal professionals on staff in case any questions arise. We are committed to upholding the laws of the State of Florida.

LITIGATION IN THE LAST FIVE YEARS

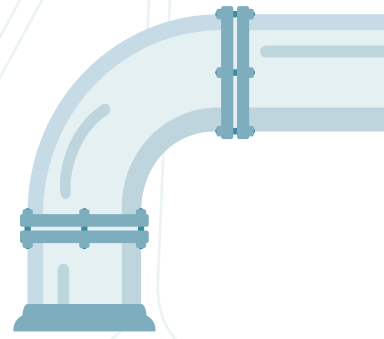
Kimley-Horn and its subsidiaries have provided services in all 50 states and numerous countries. Because of the many and varied projects we have completed, we are subject to various legal proceedings from time to time and in the ordinary course of business. It is not practical to provide a complete list as part of this proposal. In the last five (5) years, Kimley-Horn has had more than 27,624 active projects in Florida, 32 of which had some form of litigation. Of these cases, 3 were dismissed, 21 were settled, and 8 are pending. This represents 0.1158% of all projects completed by Kimley-Horn in Florida over the past five (5) years. None of the pending cases, if decided against Kimley-Horn, would have a material impact on our financial statements or impair in any way our ability to serve our clients. Generally, these matters are covered by insurance, and we consider them to be without merit. If you would like to discuss our legal matters in more detail, please contact Kimley-Horn's General Counsel, Richard Cook, at 919.677.2058.

MINORITY BUSINESS ENTERPRISE

Kimley-Horn is not a minority business enterprise (MBE) and does not have DBE/SBE status. However, Kimley-Horn has a company policy of meeting or exceeding our clients' minority business participation goals. Through corporate policies and philosophy, our firm actively seeks to encourage and promote the use of MBE/WBE firms. We provide interested minority firms/women-owned firms with the opportunity to serve as subconsultants on our teams, and we actively seek to increase our large database of qualified MBE/WBE firms for use on future projects. Our aggressive MBE/WBE utilization policy ensures that Kimley-Horn is consistently furthering the positive economic development momentum advocated by the state of Florida through the use of minority/women-owned businesses.

**Our commitment to these
minority firms totals
\$428 Million since 2021**

For this contract, Kimley-Horn has partnered with MBE/WBE firms L&S Diversified, to provide surveying services, and The Merchant Strategy, to provide public outreach services.



SECTION *IV*

Project Team Qualifications and Experience





Section IV – Project Team Qualifications and Experience

PROJECT TEAM OVERVIEW

Kimley-Horn understands we are only as successful as the people driving our projects. Our team has the skills necessary to bring creative solutions to the City and will constantly think about how to go above and beyond. This tenacity with our clients has allowed Kimley-Horn to become a trusted advisor to numerous local municipalities and cities nationwide.

The strength and stability of Kimley-Horn has enabled the firm to select top talent within the water and wastewater utilities industry to build a solid Central Florida utility practice. Both our project manager, **Tucker Hunter, PE**, and our project engineer, **Steve Romano, PE**, are Brevard County residents dedicated to serving their community. Our management team has strong careers demonstrating a wide range of utility projects, including but not limited to potable water transmission and distribution pipelines, pump stations, force mains, reclaimed water mains, and condition assessments.

Kimley-Horn's proposed management team for this contract has delivered over 70 miles of pipelines for Davenport, Brevard County, Oakland, and others. Our team's specific pipeline design capabilities encompass all planning, design, permitting, and construction observation services required from the onset of a project through the approval process, and then bringing the system online. We provide support for master planning, condition assessments, hydraulic evaluations, design, construction management, budgetary estimates, and funding support.

Our team includes senior members and up-and-coming engineers. Senior team members include those with 20 to 40 years of experience delivering successful water conveyance projects throughout Florida. Our up-and-coming engineers with 2 to 10 years of experience have been selected due to their talent, drive to succeed, and ability to bring innovative ideas. They have local and regional experience and are equipped with the knowledge necessary to help ensure a smooth project delivery. Tucker will effectively harness our team's horsepower into one cohesive project delivery unit.

SUBCONSULTANTS

Kimley-Horn believes we have a responsibility to provide the best possible client service to you as your consultant, and we expect the same level of commitment from each of our subconsultants. **We pursue subconsultants we have worked with in the past and have proven their ability to perform up to the standards we expect.** For this important contract, we have recruited the following expert subconsultants to round out our team:



L & S Diversified

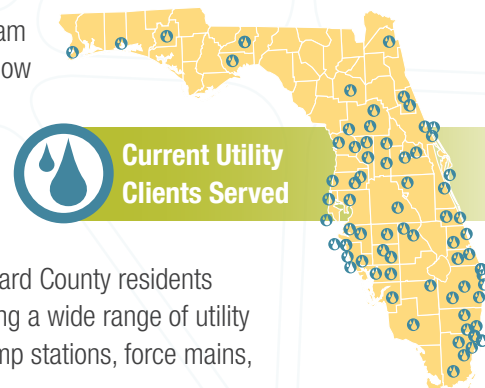
L&S Diversified – Surveying. L&S is a reputable firm with clients in both the public and private sectors that offer subsurface utility engineering, construction, and design and transportation services. L&S has provided services that are similar to the scope of this RFP for Port Orange, Titusville, and Orlando.



Intertek PSI – Geotechnical. Intertek PSI is a nationally recognized geotechnical engineering corporation with a local office in Cocoa. Their experience with contracts of this nature is extensive, providing geotechnical engineering, site investigations, drilling services, foundation design, construction materials testing, as well as soil and groundwater assessments to multiple municipalities during their 45+ years of work in Central Florida.

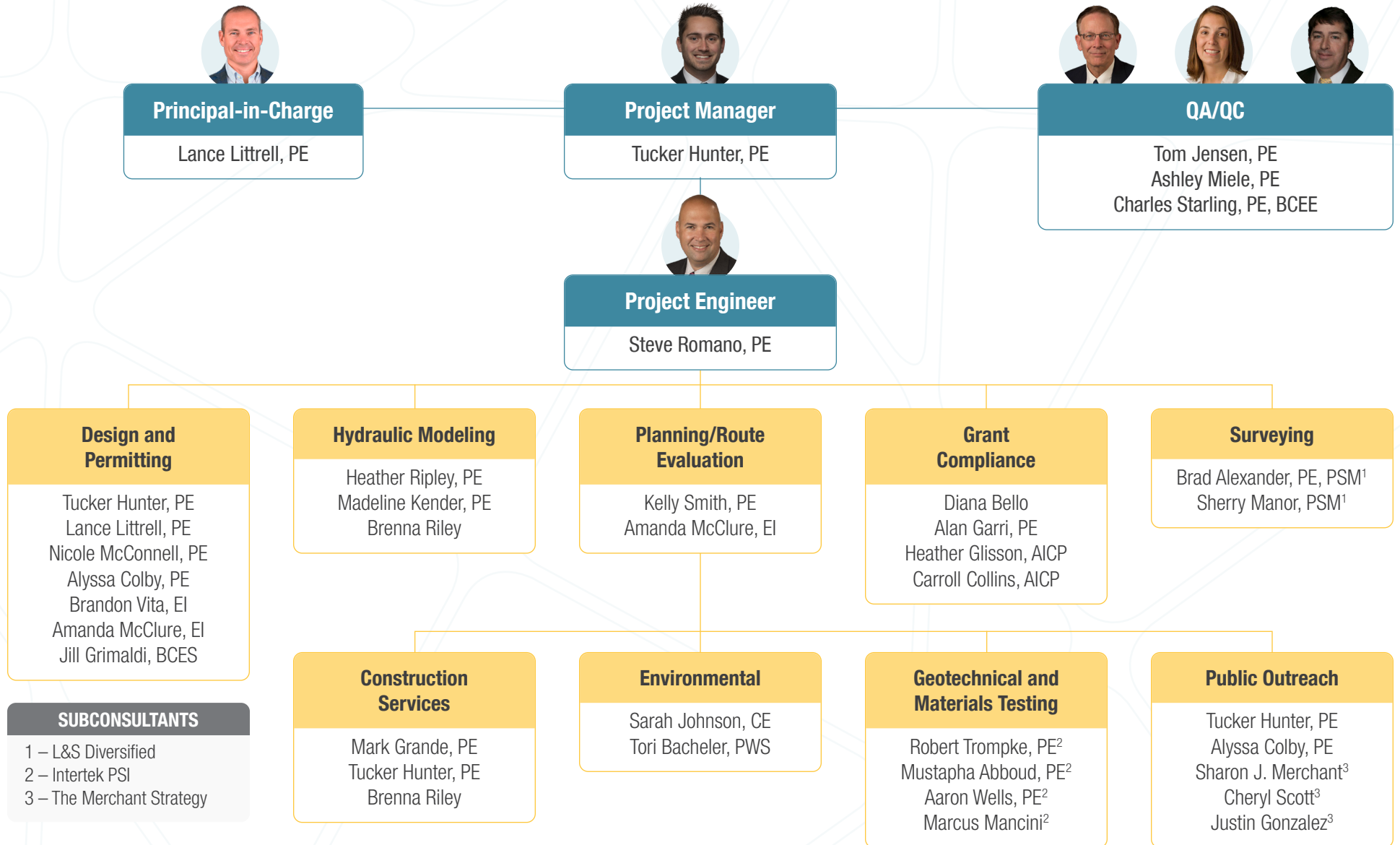


The Merchant Strategy Inc. (TMS) – Public Outreach. TMS is a women-owned small business that offers extensive expertise in public involvement, government/community relations, crisis management, social media, and media relations. They understand the importance of community involvement and the necessity of working with the public to build consensus and support to deliver a successful project.





CITY OF COCOA



**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-25-03-COC**

**FORM A
PROJECT EXPERIENCE OF PROJECT MANAGER
(PAGE 1 of 3)**

Proposed Project Manager: Name: Tucker Hunter, PE

1. Project Name: Davenport Water Main Replacement and Construction Services

Owner: City of Davenport

Reference Name, Address, Phone Number, Email Address:

Michael Stripling, Utilities Director
1 South Allapaha Avenue, Davenport, FL 33837
863.419.3300 mstripling@mydavenport.org

Project Description:

Replacement of 80,000 linear feet of 2-inch to 12-inch water main with 65,000 linear feet of 6-inch to 16-inch water main with public right-of-ways.

Design or Consulting Fee: \$728,122

Design or Consulting Completion Date (month/year): April 2020

Construction Cost: \$6,923,091

Construction Completion Date: February 2022

Firm: Kimley-Horn and Associates, Inc.

Summary of Work:

This project involved the replacement of 65,000 linear feet of existing 2-inch to 12-inch water main. The City of Davenport operates and maintains a water distribution system generally centered around the intersection of 17-92 and Davenport Boulevard. Many portions of the downtown distribution system are up to 100 years old and have reached the end of their usable life. Moreover, the pipes have shown significant tuberculation inside the pipe sections being repaired and their resulting flow path is significantly restricted. Several pipe repairs in the downtown area indicated this condition as portions of the pipe were cut out for repair.

This project involved the replacement of 80,000 linear feet of existing 2-inch to 12-inch water main east of West Boulevard, west of East Boulevard, north of South Boulevard, and south of North Boulevard. The new water main was installed side by side with the preexisting water main via open trench methods, along with directional drilling at key road crossings and jack-and-bore across two CSX railroad crossings. The existing residential and commercial service lines were connected to the newly installed pipe with minimal disruption to the customer's service.

Through the design team's efforts, Kimley-Horn was able to reduce the overall pipe needed to just over 65,000 linear feet, which is a substantial reduction in the capital expense for the City. In addition, the new mains support major transmission through downtown Davenport to support the current planned developments that will more than double the City's water demand over the coming decade. The design team was able to preserve large sections of the City's established oak trees and minimize restoration efforts using a careful, stepwise approach to the construction efforts while designing the pipeline replacement.

After completing the water main replacement design, Kimley-Horn was contracted to provide construction services for the project. The project team provided flexibility to the contractor by leaving the design "open" and allowing the contractor to determine the most cost-effective construction method for the specified water main design. As a result, the contractors were able to provide the best solution to avoid conflicts and were able to trim nearly \$1 million on construction costs compared to the alternative construction.

Construction services included construction observation/site visits, shop drawing reviews, construction phase progress meetings, and completion certification. Additionally, the project received a SRF loan, including a significant principle forgiveness for the project. Kimley-Horn provided SRF loan administration for the City that included SRF bid review, reviewing compliance with American Iron and Steel (AIS), Davis-Bacon interviews, and disbursement requests.

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
O-25-03-COC**

**FORM A
PROJECT EXPERIENCE OF PROJECT MANAGER
(PAGE 2 of 3)**

Proposed Project Manager: Name: Tucker Hunter, PE

2. Project Name: Sanlando Force Main and Water Main Replacement

Owner: Sunshine Water Services Company (formerly known as Utilities, Inc. of Florida)

Reference Name, Address, Phone Number, Email Address:

Bryan Gongre, Vice President, Operations/Southeast Region
200 Weathersfield Avenue, Altamonte Springs, FL 32714
321.972.0360 bryan.gongre@nexuswg.com

Project Description:

The replacement of a 14-inch asbestos cement (AC) force main and a 14-inch AC water main, which served as the trunkline of Sunshine Water Services' system.

Design or Consulting Fee: \$132,810

Design or Consulting Completion Date (month/year): March 2020

Construction Cost: \$4,202,827

Construction Completion Date: March 2021

Firm: Kimley-Horn and Associates, Inc.

Summary of Work:

As part of the Utility's asset management program, Kimley-Horn assisted in the development of condition assessment identification and evaluation to develop a five-year capital improvement program. This entailed GIS mapping the water and wastewater infrastructure and identifying installation date and materials in this system which started to be developed in the 1960's. This program was developed over several years and culminated in these plans being completed in 2019. The first phase of projects included the most critical infrastructure based on age material and consequence of failure. This included the replacement of a 14-inch asbestos cement (AC) force main and a 14-inch AC water main which served as the trunkline of the system. The water main design was a straightforward replacement and a 16-inch main was designed in its place along the same alignment of 1.5 miles of pipeline. The force main was more complex. Most of the force mains within the service area are made of AC pipe or low pressure class PVC. The program of replacement includes most of the force mains. Since most lift stations are constructed as part of a planned development, over the decades the system gets added onto in an ad hoc manner. The Utility saw the asset management programming as a way to reset the system and have it designed to more efficiently work together. Kimley-Horn developed a wastewater hydraulic model in SewerCAD to evaluate the lift station pump sizing, the force main sizing, and the force main routing. This yielded several significant alignment changes which, over the course of the 5-year capital program, is expected to save the utility over two million dollars.

Coming out of this program was the replacement of over 1.5 miles of 14-inch AC force main which conveys nearly two thirds of the flow to the wastewater facility. This main is being replaced by a 16-inch force main which increases to an 18-inch, then to a 24-inch pipeline and the project connects directly to the recently constructed headworks of the treatment facility. This upsizing accounts for the several runs being redirected into this force main. The benefits of this was two fewer river crossings and an overall reduction in the pressure on the system lowering headloss and thereby power consumption.

This construction includes the crossing of a creek, a major roadway crossing, construction through a developed subdivision, and construction along the Duke Energy power easement.

Skills used that are similar in nature to those required in the scope of services for this RFP included master planning, hydraulic modeling, asset management, design, cost estimating, bidding, and construction services.

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
O-25-03-COC**

**FORM A
PROJECT EXPERIENCE OF PROJECT MANAGER
(PAGE 3 of 3)**

Proposed Project Manager: Name: Tucker Hunter, PE

3. Project Name: OUC Grand National Drive Water Main Relocation

Owner: City of Orlando

Reference Name, Address, Phone Number, Email Address:

Lucy Phillip, MSCE, PE

400 South Orange Avenue, Orlando, FL 32801

407.246.3195 lucy.phillip@cityoforlando.net

Project Description:

Roadway improvements and relocation of approximately 550 linear feet of 8-inch DIP, 170 linear feet of 12-inch DIP pipe, 1,245 linear feet of 16-inch DIP, and removal of approximately 745 linear feet of existing 8-inch water main and 1,120 linear feet of existing 16-inch water main.

Design or Consulting Fee: \$1.8 million (Roadway and Utility Design)

Design or Consulting Completion Date (month/year): January 2023

Construction Cost: \$8.7 Million (Roadway and Utility Cost)

Construction Completion Date: April 2024

Firm: Kimley-Horn and Associates, Inc.

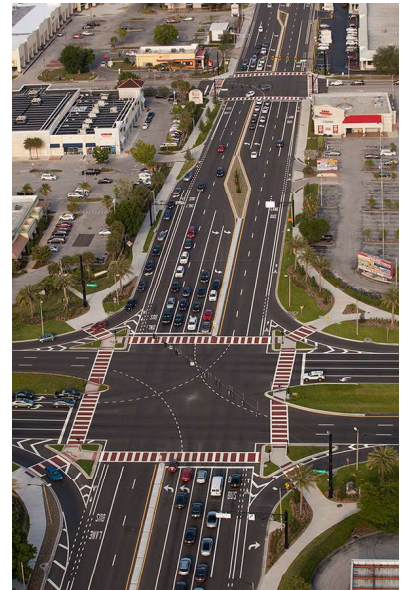
Summary of Work:

Kimley-Horn was retained to provide preliminary engineering, design, and preparation of construction plans for Grand National Drive from Oak Ridge Road to Sand Lake Road. One of the main goals of this project were to improve multimodal safety by implementing a shared use path, wider sidewalks and landscape features. The project involved widening the roadway to four lanes, drainage upgrades, access management features, enhancing pedestrian features, multiuse trails, other bicycling facilities, landscape architecture, Orlando Utilities Commission (OUC) water main improvements, and City of Orlando wastewater main improvements.

As part of the roadway project, the City of Orlando and OUC had existing gravity sewer mains and water mains that had to be relocated due to the roadway project. During the design, Kimley-Horn was able to coordinate internally with our water/wastewater team to assist in providing design, permitting, and bidding and construction phase services for the replacement of the existing utilities.

The water main portion of the project included the relocation of 745 linear feet of 8-inch water main and 1,120 linear feet of 16-inch water main. The water main was replaced with approximately 550 linear feet of 8-inch DIP, 170 linear feet of 12-inch DIP, and 1,245 linear feet of 16-inch DIP.

Skills used that are similar in nature to this contract include design, utility coordination, cost estimating, permitting, bidding, and construction services.



**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-25-03-COC**

**FORM B
PROJECT EXPERIENCE OF PROJECT ENGINEER
(PAGE 1 of 3)**

Proposed Project Engineer: Name: Steve Romano, PE

2. Project Name: OUC Robinson Water Main Replacement

Owner: Orlando Utilities Commission (OUC)

Reference Name, Address, Phone Number, Email Address:

Natalie Urick

6003 Pershing Avenue, Orlando, FL 32322

407.434.2847 nurick@ouc.com

Project Description:

Relocation of an 8-inch water main from Broadway Avenue to Summerlin Avenue and a 16-inch water main from Summerlin Avenue to Mills Avenue on Robinson Street in Orlando.

Design or Consulting Fee: \$806,315

Design or Consulting Completion Date (month/year): December 2023

Construction Cost: \$3,714,869

Construction Completion Date: December 2024

Firm: Kimley-Horn and Associates, Inc.

Summary of Work:

Kimley-Horn was retained by Orlando Utilities Commission (OUC) to provide design services for improvements along Robinson Street, between Broadway Avenue and Mills Avenue. These improvements included the replacement of approximately 1,300 linear feet of 8-inch water main from Broadway to Summerlin and 1,400 linear feet of 16-inch water main from Summerlin to Mills. The underground utility project was designed to be completed in advance of a FDOT roadway project. The design included areas that were in a congested right-of-way within a historical area of Orlando, which involved extensive MOT coordination. The MOT involved four separate phases that included public outreach throughout the community.

Following the design, Kimley-Horn provided construction services as part of this project. The construction phase services included weekly progress meeting attendance for the 10-month construction duration, daily site inspections (including field reports and photographs by the Engineer of Record or project engineer), change order review, shop drawing review, review of testing lab reports, pay application review and more. Because Robinson Street is a vital corridor connecting Downtown Orlando to other parts of the City, Kimley-Horn was retained to provide public outreach services throughout the duration of the project. Our public outreach included coordinating with schools, neighborhood associations, Lynx bus routes, and downtown Orlando holiday events. Kimley-Horn helped distribute over 2,000 letters to neighbors within the community.

Skills used that are similar in nature to those required in the scope of services for this RFQ included design, public engagement, permitting services, and construction phase services.



CITY OF COCOA
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FORM B
PROJECT EXPERIENCE OF PROJECT ENGINEER
(PAGE 2 of 3)

Proposed Project Engineer: Name: Steve Romano, PE

1. Project Name: Port Orange Hydraulic Modeling

Owner: City of Port Orange

Reference Name, Address, Phone Number, Email Address:

Junos Reed

1000 City Center Circle, Port Orange, FL 32129

386.506.5754 jureed@port-orange.org

Project Description:

Kimley-Horn provided professional engineering services for the hydraulic modeling of the water distribution system, the wastewater transmission system, and the reclaimed water distribution system.

Design or Consulting Fee: \$167,625

Design or Consulting Completion Date (month/year): November 2020

Construction Cost: N/A

Construction Completion Date: N/A

Firm: Kimley-Horn and Associates, Inc.

Summary of Work:

Kimley-Horn provided professional engineering services for the hydraulic modeling of the water distribution system, the wastewater transmission system, and the reclaimed water distribution system. The City had a working GIS model of the City infrastructure but there was not continuity with any previous modeling efforts. This task entailed building new hydraulic models with updated infrastructure and calibrating the modeling with actual data from staff. The water system model was developed with the main water plant and several re-pumping facilities. Billing data was analyzed to developed average and peak usage rates within the City. Operational set points were obtained from City staff for the multiple pump stations and incorporated into the model. The model was evaluated on existing conditions and calibrated based on hydrant testing flows and pressures.

The wastewater transmission system was built with over 100 lift stations pumping to the one wastewater treatment facility. The information for each of the lift stations was coordinated through City staff to include the correct pumps, wet well diameter and depth, and force main configuration. The operations were set using an average flow rate per lot and peaked on a diurnal curve to match existing conditions. The model was run using a several day simulation to predict the operation of the lift stations. This tracks the levels in the wet wells and pumping rates at each lift station. Calibration of the system considered run time data of the pumps and overall system flows as compared to known field data.

The reclaimed system included pumping throughout the distribution system and to a remote storage and repumping facility. The primary goal in the reclaimed system is the City has a recurring problem of not being able to refill the remote storage tank without depressurizing other portions of the City. This causes operational problems and requires isolation of portions of the City distribution system. The system was calibrated and several options for corrections were simulated to provide guidance for future improvements to the system.

As a result of Kimley-Horn's modeling efforts, our team was selected to replace the City's existing 20-inch force main under the Halifax River. This project consists of the installation of approximately 5,600 feet of 24-inch HDPE force main by directional drill across both the east and west side of the Halifax River.

Skills used that are similar in nature to those required in the scope of services for this RFQ included hydraulic modeling, City staff coordination, and utility surveying.

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FORM B
PROJECT EXPERIENCE OF PROJECT ENGINEER
(PAGE 3 of 3)

Proposed Project Engineer: Name: Steve Romano, PE

3. Project Name: Orange County 42-inch Force Main Relocation

Owner: Universal Studios

Reference Name, Address, Phone Number, Email Address:

Cerissa Piamonte

1000 Universal Studios Plaza, Promenade Building, Suite 300, Orlando, FL 32819

407.224.8549 Cerissa.Piamonte@UniversalOrlando.com

Project Description:

Relocation of 7,200 linear feet of 42-inch force main and 2,800 linear feet of 36-inch force main.

Design or Consulting Fee: \$443,642

Design or Consulting Completion Date (month/year): April 2021

Construction Cost: \$7,000,000

Construction Completion Date: July 2022

Firm: Kimley-Horn and Associates, Inc.

Summary of Work:

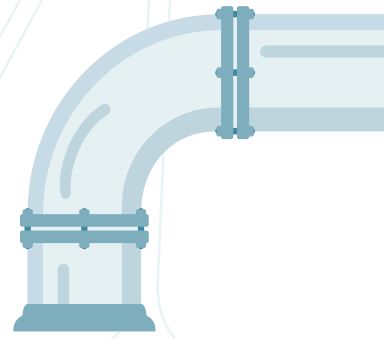
Kimley-Horn was selected to provide engineering services for the Orange County 42-inch Force Main Relocation Project. The project consisted of relocating approximately 7,300 linear feet 42-inch PCCP and 2,800 linear feet of 36-inch DIP force main from an existing easement to a new alignment. The existing force main was replaced with approximately 10,000 linear feet of 42-inch PVC pipe that connected to Orange County Utilities' South Water Reclamation Facility. The majority of the force main was installed via open cut and included one canal crossing.

This design included a crossing of Shingle Creek work as well as over one mile of protected conservation lands. The creek crossing was designed as a direct bury installation due to space constraints and the known limitation for directionally drilling within the available area. Besides the conservation areas, permanent sheeting walls were structurally designed to allow future access to the pipeline without potential future impact to environmentally sensitive areas.

Following the design, Kimley-Horn provided bidding and construction phase services for the project. Construction services included bid review, response to RFI's, site visits, permit certifications, and record drawings.

Skills used that are similar in nature to those required in the scope of services for this RFQ are preliminary engineering, design, permitting, bidding, and construction services.





SECTION V

Past and Present Experience and Performance on Projects





Section V – Past and Present Experience and Performance on Projects

Kimley-Horn currently serves as an on-call consultant for pipelines and conveyance systems for the City of Cocoa. We also serve on utility conveyance projects with municipalities and local governments throughout Central Florida and the Space Coast, including the cities of Port Orange, Titusville, Cape Canaveral, and many others. Our team has 128 cumulative years of experience between Tucker, Steve, Lance, Tom, Mark, and Diana. In addition, we have a full suite of experience provided by a history of over 57 years of utility project delivery in Florida. As you'll see from our selected projects detailed in Form C of this proposal, we have completed several projects similar to the needs under this contract. We believe our team is well-qualified for this contract and will work with the City towards completing the water main loop for the beachside water system.

As your project manager **Tucker Hunter, PE**, you'll receive over 25 miles of water, wastewater, and reclaimed water main design expertise; bidding and construction phase services; and grant funding experience with St. Johns River Water Management District, FDEP State Revolving Fund, and Community Development Block Grants for local municipalities. **Projects under Tucker's management have received more than \$1.7 million dollars in grant funding.** Tucker's design experience for pipeline design has included projects such as asbestos cement pipeline replacement, utility main extensions to serve new and existing developments, and pipeline relocations in new and limited roadway corridors. Tucker has also worked with permitting agencies such as the FDEP, FDOT, Brevard County, CSX railroad, and US Army Corps for water main conveyance projects. Tucker brings a complete understanding of contracting, authorizations, and coordination of multiple staff and specialty subconsultants to help ensure the delivery of successful projects.



City of Davenport Water Main Replacement

Serving as the project engineer under this contract, **Steve Romano, PE** brings a wealth of experience with Central Florida utility projects, including more than 100 miles of pipeline projects. Steve and Tucker have partnered on projects ranging from 4 to 42-inches throughout Central Florida over the last six years. The projects they have partnered on have started with the preliminary route phase through construction close out. This experience together creates a strong management team that will lead your project from start to finish.

Lance Littrell, PE will support our team as our principal-in-charge and technical advisor, bringing 23 years of experience delivering water utility projects throughout Florida. Perhaps more important than his years of experience, the relationships and leadership that Lance brings to the City is paramount to bringing in the right people and building the right teams to deliver for the City. His experience includes a well-rounded portfolio of planning, design, construction inspection, and start-up services, as well as operations assistance. Bringing his hands-on experience, he brings a wealth of relationship capital to negotiate the regulatory hurdles for municipal clients and achieve the desired approvals.

Tom Jensen, PE will lead our quality assurance and technical review efforts, helping to ensure Kimley-Horn's commitment to quality that serves as a foundation of the firm's outstanding track record of results in Central Florida. Tom brings 39 years of experience in all facets of water projects throughout Florida and will be serving as our technical/quality assurance reviewer. He has served as quality manager on several utility projects in Florida that include potable water transmission and distribution systems.

Mark Grande, PE will assist the team during the construction phase of the project. Mark has more than 10 years of experience in construction administration and inspection. Mark has worked alongside Tucker and Steve on projects such as OUC Robinson Water Main Relocation, OUC Grand National Drive Water Main Relocation, and the Orange County 42-inch Force Main Relocation. Mark knows the importance of making sure the construction meets the design intent.

Leading our grants compliance team is **Diana Bello**. Diana has experience in all aspects of the grants process from identification to compliance and management. With more than 17 years of funding experience, Diana will lead a team of grant management experts to develop a compliance management program, including developing policies and procedures for the City's grants compliance needs.

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FORM C PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 1 of 5)

1. Project Name: Peace River Interconnect and Potable Water Main

Owner: Sarasota County

Reference Name, Address, Phone Number, Email Address:

Jaimol Charles, PE, PMP

1001 Sarasota Center Blvd, Sarasota, FL 34240

941.861.5000 jcharles@scgov.net

Project Description:

Design and construction phase services for 5 miles of 30-inch and 36-inch potable water transmission main.

Design or Consulting Fee: \$1,363,751

Design or Consulting Completion Date (month/year): March 2019

Construction Cost: \$9,952,406

Construction Completion Date: September 2022

Firm: Kimley-Horn and Associates, Inc.

Summary of Work:

The Kimley-Horn team was selected to provide design and construction phase services for 5 miles of 30-inch and 36-inch potable water transmission main that connects to the termination point of Phase 3B and runs west along Clark Road and northwest along Proctor Road to Pump Station Number 5. The route includes various wetlands; critical crossings such as Cow Pen Slough, Philippi Creek, and Interstate I-75; and schools, churches, and an FPL transmission station. The pipeline will be constructed with a combination of construction methodologies, including open trench, horizontal directional drill, and jack and bore. This project requires extensive coordination with not only Sarasota County and PRMRWSA but also FDEP, ACOE, and FDOT (state roads and interstate departments). Plans are required to meet existing right-of-way along SR 72 and future expansions, including the construction of two potential roundabouts and road widening. The corridor also consists of new large developments along that way that are currently underway with design and/or construction. This required additional coordination with developers and developers' engineers to ensure construction duration and times were coordinated correctly and impacts were reduced.

This project includes of changing the current operations and infrastructure at Pump Station No. 5 including flow direction, tank connections, chemical adjustments, instrumentation and control changes, and water age. As a part of the Sarasota County Potable Water Interconnect, Sarasota County selected Kimley-Horn to provide additional pump station improvements to Pump Station No.5, located at the intersection of Cattlemen Road and Proctor Road in Sarasota County. The existing pump station contains a CROM tank built from 1998 and currently bypassing the tank, boosting water pressure and sending it directly to the distribution system. In order to accommodate the new 30-inch Peace River transmission water main, Kimley-Horn assisted the County with acquiring CROM to inspect and perform tank improvements. Additionally, Kimley-Horn prepared design plans to provide a second tank penetration for the interconnect. The connection consisted of an altitude valve, chemical injection points for chlorine and ammonia and additional instrumentation and controls for programming. Another aspect included replacement of the suction pipe line and providing an above ground system with updated chemical injections points for ease of operations and maintenance.

Skills used that are similar in nature to those required in the scope of services for this RFP included construction phase services, bid support services, design, permitting, public engagement, and surveying.

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FORM C: PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 2 of 5)

2. **Project Name:** Water Transmission Main on San Mateo Drive from Price Blvd to Hillsborough Blvd

Owner: City of North Port

Reference Name, Address, Phone Number, Email Address:

Mike Vuolo

6644 W Price Blvd., North Port, FL 34291

941.429.7000 mvuolo@cityofnorthport.gov

Project Description:

Installation of 15,800 linear feet of 10-inch water main.

Design or Consulting Fee: \$393,919

Design or Consulting Completion Date (month/year): August 2020

Construction Cost: \$1.42 million

Construction Completion Date: July 2021

Firm: Kimley-Horn and Associates, Inc.

Summary of Work:

North Port Utilities retained Kimley-Horn for design, bid, and provide construction phase services for a 10-inch water distribution main, approximately 15,800 linear feet in length, along San Mateo Drive from Price Boulevard to Adelaide Ave. The water main will be constructed within the right-of-way along the west side of San Mateo Drive, adjacent to the Public Works planned San Mateo sidewalk project, and will be constructed in a single phase. The 10-inch distribution main will be installed via open-cut and will connect to existing water mains at cross-streets along the project route to loop the City's system, maintaining water quality and reducing water age.

Kimley-Horn coordinated with the City for design and placement of stubbed-out connection points so the City can easily extend the distribution system in the future. New water service lines will be installed to provide a point of connection for residents on private well service and existing service lines will be replaced. A water age analysis was performed using the City's existing InfoWorks potable water model which confirmed the proposed transmission main line size and its effect on water age. Findings from the analysis were summarized in a technical memorandum. Kimley-Horn is also currently updating the InfoWorks model with recent infrastructure improvements and controls, then calibrating the model and summarizing data collection and updates in a technical memo.

Kimley-Horn worked closely with operators and City Utilities staff for data collection, system input, and to develop and implement a fire hydrant testing plan. Permitting efforts included coordination with the Florida Department of Environmental Protection/Department of Health in Sarasota County, U.S. Army Corp of Engineers, Southwest Florida Water Management District, and North Port Neighborhood and Development Services.

Skills used that are similar in nature to those required in the scope of services for this RFQ included design, permitting services, City staff engagement, public engagement, and construction phase services.

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FORM C: PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 3 of 5)

3. Project Name: Martin County Utilities Western Corridor Water and Sewer Extension

Owner: Martin County, FL

Reference Name, Address, Phone Number, Email Address:

Jeremy Covey

2401 S Monterey Road, Stuart, FL 34996

772.221.2353 jcovey@martin.fl.us

Project Description:

Designed and permitted 27,500 LF of 16-inch water main, 2,300 LF of 8-inch water main, 20,000 LF of 8-inch force main, 16,600 LF of 6-inch force main, and upgrades to the existing lift station.

Design or Consulting Fee: \$131,756

Design or Consulting Completion Date (month/year): February 2023

Construction Cost: \$10,500,000

Construction Completion Date: April 2025

Firm: Kimley-Horn and Associates, Inc.

Summary of Work:

Kimley-Horn designed and permitted water main extensions located along SR 714 between Florida's Turnpike and I-95. Previous hydraulic models performed by KHA determined 27,500 linear feet (LF) of 16-inch water main, 2,300 LF of 8-inch water main, 20,000 LF of 8-inch force main, 12,500 LF of 6-inch force main and upgrades to the existing lift station No. 540 were required.

The project resulted in eight directional drills, varying in length from 2,400LF to 500LF due to FDOT road crossings and wetlands that were encountered along the route. Customers in the area include Martingale Commons, Seven J's Industrial Complex, Martin County Sheriff's Firearms Rand, and Martin County Utilities Solid Waste Transfer Facility.

Skills used that are similar in nature to those required in the scope of services for this RFQ included design, permitting services, and hydraulic modeling.

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FORM C: PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 4 of 5)

- Osprey Avenue Phase II Utilities and Roadway Improvements (20-inch Force Main
4. **Project Name:** and 12-inch Water Main Replacements)

Owner: City of Sarasota, FL

Reference Name, Address, Phone Number, Email Address:

Gerald Boyce

1750 12th Street, Sarasota, FL 34236

941.955.2325 gerald.boyce@sarasotafl.gov

Project Description:

Evaluate and perform utility and roadway design for the replacement of two aged asbestos cement (AC) pipelines (10-inch water main and 18-inch force main).

Design or Consulting Fee: \$419,785

Design or Consulting Completion Date (month/year): August 2017

Construction Cost: \$6.8 million

Construction Completion Date: November 2020

Firm: Kimley-Horn and Associates, Inc.

Summary of Work:

The City of Sarasota selected Kimley-Horn to evaluate and perform utility and roadway design services on a half-mile downtown corridor extending from an historic residential neighborhood to the south, while the northern end extends into a commercial business district. The project included the replacement of two aged asbestos cement (AC) pipelines (10-inch and 18-inch), which are being used for a water main and a force main, respectively. Both pipelines have reached the end of their useful life and are proposed to be grouted and abandoned in place following the installation and activation of their respective replacement pipelines. A new 16-inch water main and a new 24-inch force main were installed along with new curbing, sidewalks, and pavement, while maintaining existing tree canopies that include a "Grand Oak Tree," requiring special protection.

The project involved a detailed Basis of Design Report (BODR) where Kimley-Horn recommend pipeline alignments, pipe materials, and methods of installation including construction phase sequencing options to maintain traffic flow and minimize residential impacts. Maintenance of the community and commerce within this residential/commercial neighborhood was essential for its success, Kimley-Horn worked closely with the City and Half-Acre during the design aspects of this project to reduce costs and impacts to the residents. Additionally, the project consisted of several other phases (designed by others) and extensive collaboration was involved to determine phasing and construction schedules to minimize traffic impacts to the City. It was also important to coordinate with the other phases for public relations purposes, including website designs, public meetings, and presentations.

Skills used that are similar in nature to those required in the scope of services for this RFQ included design, public engagement, and construction phase services.

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FORM C: PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 5 of 5)

5. Project Name: NAFVAC, Mid-Atlantic, 5th Street Water Main Replacement, Marine Corps Logistics Base

Owner: Naval Facilities Engineering Systems Command (NAVFAC) Mid-Atlantic

Reference Name, Address, Phone Number, Email Address:

John Hilliard

Ballard and Yorktown Avenue, Build 903, Jacksonville, FL 32212

229.639.6505 john.e.hilliard.civ@us.navy.mil

Project Description:

The replacement of an existing 10-inch PVC water main located at the Marine Corps Logistics Base in Albany, GA.

Design or Consulting Fee: \$118,318

Design or Consulting Completion Date (month/year): December 2021

Construction Cost: \$1.8 million

Construction Completion Date: June 2022

Firm: Kimley-Horn and Associates, Inc.

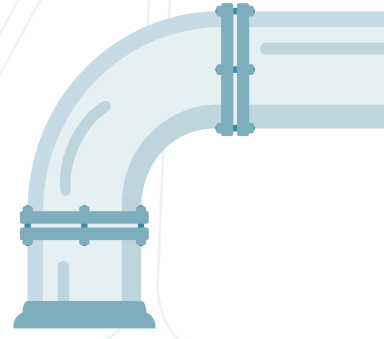
Summary of Work:

This project included the replacement of an existing 10-inch PVC water main located at the Marine Corps Logistics Base in Albany, GA. Historical water main failures had occurred within the 10-inch water main located along 5th Street between Rankin Street and Radford Street.

Kimley-Horn served as the designer of record for this project that was delivered as a Design Build. Kimley-Horn worked a subconsultant to Optimum Construction. The project included Design and replacement of 4,740 linear feet of 10-inch DR-18 PVC water main, replacement and relocation of 19 domestic and fire services that serve four 200,000-square-foot logistics facilities, replacement of 11 fire hydrants, utility corridor design to evaluate conflicting storm, sewer, communications, and electric networks, erosion, sedimentation, and pollution control design and project phasing, and evaluation of geotechnical findings and material suitable for trench backfill and pavement installation. As the designer of record, Kimley-Horn's services included the development of design engineering, plans, and specifications in accordance with contract documents, and complete permitting as required by state and municipal guidelines.

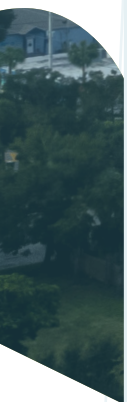
Deliverables included civil construction plans at incremental stages (35, 95, and 100 percent). Plans were developed with the use of AutoCAD Civil3D software for utility profiles and connection details. As part of the design-build, shop drawing submittals were incorporated into the specification submittals. Specifications were developed with SpecsIntact. Cost saving considerations during design included designing the vertical alignment to minimize fittings and bends, reducing overall costs and materials. Services during active construction included site visits to verify construction completion and compliance with contract documents, and development of as-built drawings.

Skills used that are similar in nature to those required in the scope of services for this RFQ included desing, construction phase services, and military base coordination.



SECTION VI

Project Approach





Section VI – Project Approach

The Pineda Causeway Water Main is a critical component for creating a looped resilient, sustainable, and high-quality water supply to beachside residents in Brevard County for the City. After completion of Phase 1 in 2023, which included approximately 19,000 feet of 16-inch ductile iron pipe and 18-inch PE water main crossing beneath the Indian River and Banana River. Phase 2 of the project will extend the subaqueous crossing from the existing 16-inch stub out on the north side of Pineda Causeway (SR 404) to the east until the intersection of Pineda Causeway and SR A1A, where it will continue north until it reaches the 24-inch water main that is currently serving the Patrick Space Force Base (SFB).

PROJECT INITIATION AND PROJECT MANAGEMENT

Our approach revolves around the City and achieving your goals related to providing sufficient water quality and resiliency for your customers. Upon receiving notice to proceed, our Kimley-Horn team, led by **Tucker Hunter, PE**, will set up a kickoff meeting with City staff and stakeholders to establish City and project goals, objectives, and schedule. At the project kickoff, Kimley-Horn will confirm the scope of services, establish project timelines and monthly meetings, discuss potential project constraints, and discuss grant compliance elements for the project.

It is our understanding that the City is requiring construction plans to be completed by May 15, 2026, and all permits acquired and the design project fully completed by September 15, 2026 to comply with the grant requirements. Kimley-Horn is committed to exceeding these requirements and delivering this project on time and on budget.

Serving as one of your current continuing contract pipeline engineers and working on current projects for the City, such as the Courtenay Parkway Water Main Relocation, Kimley-Horn has a thorough understanding of the City's expectations for their consultants. We understand that communication and partnership are key to the City and this project.

PRELIMINARY DESIGN (30% DESIGN)

After the kickoff meeting, our preliminary design services will include data collection, hydraulic analysis, and subconsultant coordination. Our team will provide route and hydraulic analysis to confirm the pipe sizes and establish the horizontal route review. Our staff has already conducted a field visit to get familiar with the route and has identified potential areas of conflict as shown in the figure to the right. Understanding these areas of potential conflicts upfront will be key to the design.

Once a route has been established, we will kick off the survey field work, which is a vital step in delivering a successful and timely project. Our trusted partner, **L&S Diversified**, will conduct a survey of the route and collect all available survey data. Additionally, we will conduct geotechnical soil borings, environmental evaluations, and any necessary subsurface utility engineering within the project area. Our mission during data collection and survey is to learn everything there is to know about the project and identify every opportunity and constraint the project presents to be designed around prior to construction.





Following the field investigations, we will utilize the survey as our base for the design, incorporating our geotechnical and subsurface utility information. We will provide a preliminary route design (30% design) showing plan view only to identify the route horizontally. Shortly after, we will meet again to conduct a formal design review workshop with the City and invited representatives and prepare meeting notes and an action list of issues to be resolved in the subsequent design phase. The 30% design will include an Opinion of Probable Construction Cost that will be updated at each subsequent design phase.

DESIGN DOCUMENTS AND TECHNICAL SPECIFICATIONS (60%, 90%, AND FINAL)

The construction plans for this project will be developed in an efficient and timely manner consistent with expectations for successful project implementation. Kimley-Horn strives to provide continuous value engineering through partnering with our subconsultants on field data, evaluation of technical design information, and quality reviews throughout all phases of the project. Therefore, it's anticipated that design plans submittals will be provided to the City at 60%, 90%, and final design stages.

Preparation of the construction documents requires careful attention to detail, a thorough understanding of the issues identified in the initial phases, and comprehensive knowledge of the construction process. The construction document development will be coordinated in-house with all required disciplines, such as utilities, stormwater, roadway, and site/civil for a more efficient and cost-effective design process.

Project specifications and contract requirements are often overlooked but are critical to reducing construction impacts. These documents must be complete and thorough, not vague or contradictory. Any dispute that occurs will be resolved by the contract documents and supporting the City of Cocoa's position.

PERMITTING

The Kimley-Horn team of engineers, scientists, and planners maintain regular contact with virtually all key regulatory agencies and their decision makers. Our reputation among the professional staff of these agencies is among the best. This rich network of interpersonal relationships enables us to provide expeditious services relative to agency reviews and approvals.

We have experience with all types of permits required for water conveyance projects. For this project, it is anticipated that permits will be needed from the Florida Department of Transportation (FDOT), Florida Department of Environmental Protection (FDEP), and written approval from Patrick SFB. Having worked with these agencies through multiple projects, Kimley-Horn has built relationships with each agency, allowing our team to obtain your permits efficiently.

Given Kimley-Horn's outstanding track record of dealing with permitting agencies and obtaining challenging permits for water conveyance projects, we feel these permits will be received between the 90% and final deliverable stages.

PUBLIC OUTREACH

Kimley-Horn understands that a critical factor for the success of this project is public outreach and engagement. To ensure the execution of this critical component we have partnered with an experienced and dedicated team to lead this pursuit with **The Merchant Strategy**. This team, alongside project manager, **Tucker Hunter, PE** have extensive experience with public outreach including:

- Flyers and Mailers
- Online Surveys
- In-Person and Virtual Public Meetings
- Door to Door Canvassing
- Booths at Community Events
- Website and Hotline



BID AND CONSTRUCTION PHASE

Your project design team will continue to serve the project during the bid and construction phase including preparation of bid phase addenda, interpretations, clarifications during bid phase, attend the pre-bid conference, and evaluation of bids and recommendation letter. Unlike other firms that separate the construction phase team from the design team, our philosophy is to maintain the continuity of the design staff during construction. Because these individuals are the most familiar with the design of your project, there is no learning curve during its construction. Kimley-Horn's professional staff has extensive experience in construction administration and will keep the contractor on task, on time, and within budget.

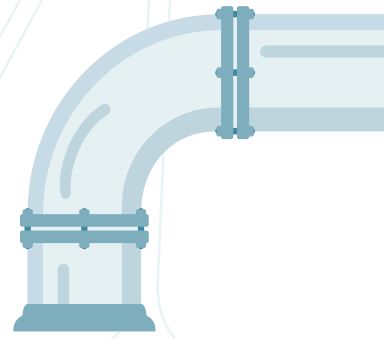
GRANT COMPLIANCE

Our team understands that the City anticipates the design for this project will be substantially funded by two separate grants from the US Department of Defense (DOD) and the Florida Department of Commerce (FDC) totaling \$1,335,000. Our grants compliance team has experience with managing these state and DOD grants for utility and infrastructure projects, including grants with the Office of Local Defense Community Cooperation (OLDCC) and the Defense Community Infrastructure Program (DCIP). In fact, grant compliance professional **Carroll Collins, AICP** served 21 years in the Army National Guard and has managed several OLDCC grants. Carroll's background and grant knowledge makes him keenly aware of the characteristics, funding, and grant management requirements of military installations. Carroll and the rest of our team understand what it means to partner with the DOD and will use our experience to ensure successful grant compliance throughout the duration of this project. Kimley-Horn has established various tools and resources to enable our staff to provide continuous success with grant management services and the ability to control schedules and budgets.

- Initial review of grant agreement to outline all the required compliance and reporting requirements
- Participation in all meetings with the regulatory agencies
- Participation in project monitoring visits with government agencies and/or other auditing agencies
- Development of filing and tracking systems for projects
- Monitoring and organizing compliance documentation for submission to funding agencies
- Submit an updated Project Detail Budget
- Report all financial activity to the proper agencies
- Provide a revised detail report measuring the actual cost versus the project cost within 10 days after each month
- Support the City in the preparation of Reimbursement Requests and all related documentation required to obtain grant funds, such as change orders or other documentation
- Provide an updated work activity plan documenting any changes to the project progress within 10 days after each month
- Develop and submit a monthly revised detailed timeline for implementation consistent with the milestones outlined in the Mitigation Program Guidelines and report actual progress against projected progress within 10 days after the end of each month
- Provide quarterly progress reports and staffing changes to OLDCC on project status and coordination
- Submit performance, quarterly, and staff changes reports to the OLDCC
- Comply with Davis-Bacon Act wage and labor requirements
- Preparation of monthly, quarterly, HUD, and close-out reports
- Assist the City to develop other public relations or community outreach activities required by the grant agreement
- Assist and train City staff with specific processes and procedures
- Provide project close out report

QUALITY ASSURANCE AND QUALITY CONTROL

Quality is one of the key attributes that has enabled us to become one of the leading consulting firms in the nation and is essential to our continuing success. **Tucker Hunter, PE** will lead the day-to-day production efforts and be responsible for helping to ensure all production efforts are completed with an appropriate QA/QC process. Our formal QA/QC program is based upon assigning experienced senior professionals, who are otherwise qualified to manage a particular project, to serve in an independent quality control role. Our proposed QA/QC pipeline team, consisting of **Ashley Miele, PE**, **Tom Jensen, PE** and **Chuck Starling, PE**, will use their extensive experience to help ensure we deliver the very same quality of service that is expected from Kimley-Horn.



SECTION *VII*

Resumes





Section VII – Resumes

Kimley-Horn brings decades of experience in providing support to municipalities on water infrastructure projects. Our balanced multidisciplinary team will bring unique and innovative solutions to the City of Cocoa. You get a team that works with you to achieve success on this contract. Below you will find brief resumes for all key Kimley-Horn and subconsultant team members. Their resumes and more in-depth illustrations of their portfolio experience are available upon request.

TUCKER HUNTER, PE | Project Manager; Design and Permitting; Construction Services; Public Outreach



Tucker is a professional engineer with 11 years of experience specializing in pipeline design and construction. Tucker has designed over 25 miles of pipelines and has experience with supporting clients through the design, permitting, bidding, construction, grant administration, and close out phases of many pipeline projects.

Additionally, Tucker has supported our development services and roadway teams with utility extension or pipeline replacement projects. Tucker has also worked through complex designs that include crossing water bodies, CSX railroads, and FDOT roads through alternative means such as directional drilling or jack and bore.

EDUCATION/CREDENTIALS

- Bachelor of Science, Civil and Environmental Engineering, Old Dominion University
- Professional Engineer in FL, #88634
- Florida Water Environment Association (FWEA), Central Florida Chair (FY 23-24)

RELEVANT PROJECTS

- Sanlando Force Main and Water Main Replacement, Longwood, FL
- Davenport Water Main Replacement, Davenport, FL
- OUC Robinson Water Main Replacement, Orlando, FL
- C-23 Canal Crossing Design for Water Main and Force Main, Port St. Lucie, FL
- OUC Grand National Drive Water Main Relocation, Orlando, FL
- Florida Government Utility Authority Colonial Manor Water Main Replacement, Holiday, FL
- Orlando Thousand Trails RV Resort Wastewater Treatment Plant Closure (Includes Potable Water Main), Orlando, FL

STEVE ROMANO, PE | Project Engineer



Steve is a professional engineer with more than 28 years of utility engineering experience involving more than 100 miles of pipeline projects. His experience includes preparation of utility plans, hydraulic modeling, permitting assistance, reclaimed water plans, process studies, distribution studies, collection/transmission studies, and regulatory guidance. Steve has also provided

pipeline design from two inches to 42 inches for water, sewer, and reclaimed systems involving rights-of-way and easements across water bodies, interstates, railroads, and local roads associated with new construction and relocations due to road widening design, pipeline design, pump station design, and master planning.

EDUCATION/CREDENTIALS

- Bachelor of Science, Environmental Engineering, University of Central Florida
- Professional Engineer in FL, #57579
- Water Environment Federation (WEF)

RELEVANT PROJECTS

- OUC Robinson Water Main Replacement, Orlando, FL
- Palm Lakes Water Main Replacement, Palm Beach County, FL
- Florida Governmental Utility Authority (FGUA) Dixie Groves Water Main Replacement, Holiday, FL
- Sanlando Force Main and Water Main Replacement, Longwood, FL
- Myrtle Lake Hills Water Main Extension, Altamonte Springs, FL
- Florida Government Utility Authority Colonial Manor Water Main Replacement, Holiday, FL
- Orlando Thousand Trails RV Resort Wastewater Treatment Plant Closure (Includes Potable Water Main), Orlando, FL

LANCE LITTRELL, PE | Principal-in-Charge



Lance has 23 years of experience, including the design, project management, permitting, and construction oversight of well over 25 miles of pressurized pipeline. He has delivered small pipeline extensions and connection projects, as well as large transmission main installations. Most importantly, Lance understands the pipeline construction methods and can help lead you and your staff to the most cost-effective installation while minimizing the impact to local residents. Lance has proven leadership of project delivery teams and has recently executed similar projects for Davenport, Port St. Lucie, Orlando Airport, and Altamonte Springs.

EDUCATION/CREDENTIALS

- Master of Business Administration, University of Central Florida
- Bachelor of Science, Mechanical Engineering, Old Dominion University
- Professional Engineer in FL, #65645

RELEVANT PROJECTS

- Sanlando Force Main and Water Main Replacement, Longwood, FL
- C-23 Canal Crossing Design for Water Main and Force Main, Port St. Lucie, FL
- Florida Government Utility Authority Colonial Manor Water Main Replacement, Holiday, FL
- Davenport Water Main Replacement, Davenport, FL
- Florida Governmental Utility Authority (FGUA) Dixie Groves Water Main Replacement, Holiday, FL
- Orlando Thousand Trails RV Resort Wastewater Treatment Plant Closure (Includes Potable Water Main), Orlando, FL

TOM JENSEN, PE | Quality Assurance, Quality Control



Tom has 39 years of experience with a diverse background within the field of civil engineering and is responsible for client/project management, design, permitting, and construction observation. His extensive experience includes paving, drainage, water distribution, and wastewater collection/transmission systems projects for a multitude of developments/municipalities throughout South Florida. As QA/QC advisor, Tom will conduct QA/QC reviews at the end of each project phase to help ensure that the project deliverable is not only technically correct, but also consistent with the project's objectives. Tom will review project deliverables for clarity, accuracy, completeness, and complete scope compliance.

EDUCATION/CREDENTIALS

- Bachelor, Civil Engineering, University of South Florida
- Professional Engineer in FL, #37290
- American Water Resources Association (AWRA), American Water Works Association (AWWA)

RELEVANT PROJECTS

- Miami-Dade 60-inch Force Main SL-3A-2-SP-1 Transmission Force Main Extension, Phase 2, Miami, FL
- Martin County Utilities Western Corridor Water and Sewer Main Extension, Martin County, FL
- Northport 24-inch Force Main Extension Phase 3, Port St. Lucie, FL
- Central Transmission Main Crossing, Jupiter, FL
- Design and Permitting of the 30" and 24" Raw Water Main Projects, Port St. Lucie, FL
- Midway Road (CR 712) Water Main Crossing at the North Fork of the St. Lucie Canal, Fort Pierce, FL
- Village of Tequesta Beach Road (A1A) Water Main Replacement Design and Bidding Phase Services, Tequesta, FL

ASHLEY MIELE, PE | Quality Assurance, Quality Control



Ashley is a senior project manager with more than 22 years of project design, project management, and construction management experience with environmental wastewater and water engineering projects. She has extensive experience with permitting through all agencies, including FDEP, SWFWMD, FDOT, and ACOE and provides construction phase services, including contractor solicitation, bid analyses, management recommendations, site construction management, and quality control.

RELEVANT PROJECTS

- Sarasota County Peace River Interconnect and Potable Water Main (30-inch and 36-inch Potable Water Transmission Main), FL
- Master Pump Station No. 1, Master Pump Station No. 2, and Master Pump Station No. 3 Rehabilitation, St. Pete Beach, FL
- Osprey Avenue Phase II Utilities and Roadway Improvements (Phase II and Phase IV 20-inch Force Main and 12-inch Water Main Replacements), Sarasota, FL
- Lakewood Ranch Boulevard Extension and Water Main Extension, Sarasota, FL

EDUCATION/CREDENTIALS

- Bachelor of Science, Environmental Engineering, Roger Williams University, Bristol, RI
- Professional Engineer in Florida, #66476
- American Society of Civil Engineers (ASCE), Water Environment Federation (WEF), American Water Works Association (AWWA)

HEATHER RIPLEY, PE | Hydraulic Modeling



Heather has more than 15 years of water and wastewater experience, including planning, design, construction administration, and analyses. Her areas of experience and expertise expand to hydraulic and water quality modeling, design and analysis of water distribution and wastewater collection systems, engineering feasibility studies, funding applications and administration, master planning, permitting, and construction phase services.

RELEVANT PROJECTS

- North Port Engineering Services for Water Transmission Main on San Mateo Drive from Price Blvd. to Hillsborough Blvd., North Port, FL
- Peace River Manasota Regional Water Supply Authority Regional Integrated Loop Phase 2B & 2C Pipelines Project - Feasibility & Routing Study, Arcadia, FL
- Regional Integrated Loop Phase 2B Pipeline Project Progressive Design Build, Peace River Manasota Regional Water Supply
- Sarasota County Peace River Interconnect and Potable Water Main (30-inch and 36-inch Potable Water Transmission Main), FL

EDUCATION/CREDENTIALS

- Master of Engineering, Environmental Engineering, Penn State University
- Bachelor of Science, Civil Engineering, The Ohio State University
- Professional Engineer in FL, #88329

KELLY SMITH, PE | Planning/Route Evaluation



Kelly is a senior water resources engineer with 21 years of project management and technical experience for public and private water, wastewater, reclaimed water, and stormwater clients. Her range of experience includes water resources and utility planning including water supply and effluent strategies, infrastructure improvements, permitting, hydraulic modeling, project administration, and construction management.

RELEVANT PROJECTS

- Knights Trail Lift Station and Force Main, Venice, FL
- USVI/Virgin Islands Waste Management Authority LBJ Sewershed Infrastructure Repair, Christiansted, VI
- Silver Sands Sewer System Expansion, New Smyrna Beach, FL
- NAFVAC, Mid-Atlantic, 5th Street Water Main Replacement, Marine Corps Logistics Base, Albany, GA

EDUCATION/CREDENTIALS

- Bachelor of Science, Environmental Engineering, North Carolina State University
- Professional Engineer in FL, #69876
- Society of American Military Engineers (SAME)

DIANA BELLO | Grant Compliance



Diana has 17 years of grants management experience, which includes 10 years of experience as a Capital Projects Manager and Internal Programmatic Auditor for publicly funded infrastructure projects. She has experience assisting municipalities in drafting federal procurement guidelines, developing internal controls, and implementing procedures to meet federal program requisites. Through her career, Diana has managed administrative teams and construction inspectors for capital projects to help ensure compliance with regulations such as the Davis-Bacon Act and the American Iron and Steel Act. She has been instrumental in the development and implementation of funding strategies for large restoration, stormwater, and utilities infrastructure projects, such as a county-wide septic-to-sewer conversion projects and rehabilitation of water and wastewater treatment plants.

EDUCATION/CREDENTIALS

- Masters, Business Administration, Nova Southeastern University
- Bachelors, Political Science, Florida International University

RELEVANT PROJECTS

- On Top of the World North Advanced Wastewater Treatment, Marion County, FL
- Joe's Creek Greenway Restoration Project, St. Petersburg, FL
- Water Feasibility Study Amendment, Palm Beach, FL
- Bay Laurel Center Community Development District (BLCCDD) 2.5-MGD Bay Laurel North Water Reclamation Facility (WRF), Marion County, FL
- Multi-Basin Stormwater Assessments, Naples, FL

MARK GRANDE, PE | Construction Services



Mark has more than 10 years of experience in construction administration and inspection, design, and permitting. He is an expert in evaluating construction progress for conformance with plans/specifications, documenting with photos and reporting the activities and observation of each investigation. He also conducts various on-site and field-related operations during construction.

EDUCATION/CREDENTIALS

- Bachelors, Civil Engineering, Florida State University
- Professional Engineer in Florida, #87476

RELEVANT PROJECTS

- OUC Robinson Water Main Replacement, Orlando, FL
- Orange County Replacement of Two Miles of 42-inch PCCP Force Main for Universal Studios, Orange County, FL
- O-Town West, Orlando, FL
- Engineering Services for Grand National Drive and Greenbriar Parkway Widening, Orlando, FL
- Daytona Beach International Airport (DAB) South Parcels, Daytona, FL

SARAH JOHNSON, CE | Environmental



Sarah has more than 23 years of experience managing and conducting biological assessments, permitting, mitigation planning, NEPA evaluations, species-specific surveys, GIS, and photointerpretation. Sarah is knowledgeable about the PD&E guidelines used for development of infrastructure projects by FDOT, the NEPA process, and the permitting guidelines for various agencies for projects that impact wetlands and/or protected species.

EDUCATION/CREDENTIALS

- Master of Science, Zoology, University of Oklahoma
- Bachelor of Arts, Zoology, Ohio Wesleyan University
- Certified Environmental Professional, Certified Ecologist

RELEVANT PROJECTS

- Inverness 44 W Sewer Extension, Inverness, FL
- Peninsula Pipeline Company, Callahan Pipeline Expansion Project, Callahan, FL
- Bald Eagle Nest Monitoring, Polk County, FDOT District One, FL
- Bonneted Bat Survey for SW 136th Safe Routes to School Project, Palmetto Bay, FL

BRAD ALEXANDER, PE, PSM - L&S DIVERSIFIED | Surveying



Brad has more than 24 years of experience, gaining most of his experience in the design of water, wastewater, and reclaimed water systems, lift-stations, site development, permitting, materials testing, and locating existing underground utilities with ground penetrating radar (GPR). Also, a licensed Professional Surveyor and Mapper

(PSM) within the State of Florida, Brad has an extensive survey background which includes boundary, topographic, ALTA/ACSM land title, condominium, as-built, Subsurface Utility Engineering, and construction.

EDUCATION/CREDENTIALS

- Bachelor of Science, Civil Engineering, University of Central Florida
- Professional Engineer in FL, #78427
- Professional Surveyor and Mapper, #6885

RELEVANT PROJECTS

- Sisson Road Force Main Replacement, Titusville, FL
- Gravity Package 7 - Orange County Utilities, Orange County, FL
- Lift Station 7 Replacement, Deltona, FL
- Williamson Road Utility Improvements, Daytona Beach, FL
- Winter Springs East and West WWTP's, Winter Springs, FL

ROBERT TROMPKE, PE - INTERTEK PSI | Geotechnical



Robert has more than 30 years of experience and is the Geotechnical Department Manager and Principal Consultant at Intertek PSI. He frequently oversees commercial and private development, FDOT highway and bridge work, groundwater modeling, pile inspection, foundation applications, and soil exploration and evaluation. His

extensive experience also includes geotechnical laboratory analysis, groundwater modeling, and two years of structural design and analysis.

EDUCATION/CREDENTIALS

- Bachelor of Science, Civil Engineering, University of Central Florida
- Bachelor of Science, Design Engineering Technology, University of Central Florida
- Professional Engineer in FL, #55456

RELEVANT PROJECTS

- Port St. Lucie Water Plant Expansion, Port St. Lucie, FL
- Orange County Utilities Continuing Contract orange County, FL
- Sabal Trail Transmission Pipeline, Alabama, Georgia and Florida
- Brevard County Continuing Contract, Brevard County, FL
- State Road 520. Brevard County, FL

**SHARON J. MERCHANT - THE MERCHANT STRATEGY
Public Outreach**



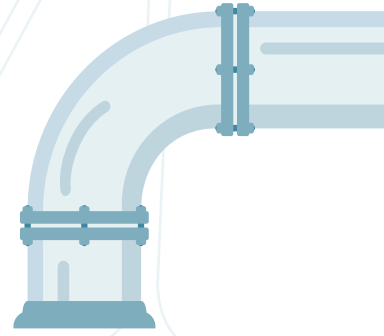
Sharon brings more than 30 years of public and private leadership experience as a Member of the Florida House of Representatives and President of The Merchant Strategy (TMS) offering clients public involvement, governmental relations, and community relations services.

EDUCATION/CREDENTIALS

- Bachelor of Science, International Affairs, Florida State University
- LeRoy Collins Public Ethics Academy Advisory Board, Member

RELEVANT PROJECTS

- Public Involvement Officer - Orange City Septic to Sewer Conversion, Orange City, FL
- Public Involvement Manager - Garden Isles Water Main Replacement, Palm Beach Gardens, FL
- Public Involvement Officer - Lakeside Gardens Neighborhood Drainage Improvements, Boynton Beach, FL
- Public Involvement Manager - Hollywood Beach Utility, Hollywood, FL



SECTION *VIII*

Required Proposal Submittal Forms and Statements



CITY OF COCOA
REQUEST FOR QUALIFICATIONS
O-25-03-COC

**AFFIDAVIT OF LOCATION OF PROJECT MANAGER AND
PROJECT ENGINEER**

(PAGE 1 OF 2)

Proposers shall complete and submit the information below to clearly identify the location of the Project Manager and Project Engineer designated in the organizational chart required in Section III RFQ Submittal Requirements. All proposers shall complete and sign the pages of this form concerning location. **NOTE THE AFFIDAVIT/ NOTARIZATION REQUIREMENT (page 2).**

1. Current domicile of Project Manager:

Name	Tucker Hunter, PE
Address	7341 Office Park Place, Suite 102
City, State, Zip	Melbourne, FL 32940
County	Brevard County
Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32922? ☒ Yes ☐ No	

2. Current domicile of Project Engineer:

Name	Steve Romano, PE
Address	7341 Office Park Place, Suite 102
City, State, Zip	Melbourne, FL 32940
County	Brevard County
Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32922? ☒ Yes ☐ No	

3. Firm's Office Location:

Company	Kimley-Horn and Associates, Inc.
Address	7341 Office Park Place, Suite 102
City, State, Zip	Melbourne, FL 32940
County	Brevard County
Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32922? ☒ Yes ☐ No	

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-25-03-COC

AFFIDAVIT OF LOCATION OF PROJECT MANAGER AND PROJECT
ENGINEER

(PAGE 2 OF 2)

AFFIDAVIT

Under penalties of perjury, I swear that the preceding location information is true and correct. I also acknowledge that any material misrepresentation will be grounds for terminating for default any Contract, which may have been awarded due in whole or part to such misrepresentation. I also understand that false statements may result in criminal prosecution for a felony of the third degree per Section 92.525(3), Florida Statutes.



Authorized Signatory

Lance Littrell, PE

Typed or Printed Full Name

Vice President

Title

Kimley-Horn and Associates, Inc.

Name of Proposer

January 10, 2025

Date

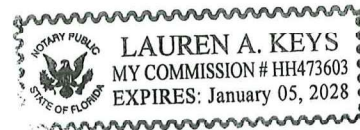
On this 10 day of January, 2025, before me appeared (name) Lance Littrell, PE, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) Kimley-Horn and Associates, Inc. to execute the affidavit and did so as his or her free act and deed.

Notary Public



Commission Expires

January 5, 2026



(seal)

Date January 10, 2025

State of Florida

County of Orange

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
O-25-03-COC

**AFFIDAVIT OF EXISTING AND PRIOR CONTRACTS WITH THE
CITY OF COCOA**

STATE OF Florida

CITY OF Melbourne

BEFORE ME, the undersigned authority, this day personally appeared Lance Littrell, PE, who, after first being duly sworn, upon oath, deposes and says:

1. My name is Lance Littrell, PE and I am over the age of eighteen (18) years.

2.I have personal knowledge of the facts contained in this Affidavit, and I know these facts to be true and correct.

3.I currently serve in the position of Vice President for Kimley-Horn and Associates, Inc. (hereinafter “Respondent”) and have been employed by Respondent since 7/25/2016.

4.I am familiar with one of the factors in the Consultants Competitive Negotiations Act (“CCNA”; section 287.055, Florida Statutes) that requires the City of Cocoa to generally consider the volume of work previously awarded each firm by the City of Cocoa when awarding new Contracts under the CCNA with the object of effecting an equitable distribution of Contracts among qualified firms, provided the distribution does not violate the principle of selection of the most highly qualified firm; and

5. I am familiar with the client base and the various Contracts for services entered into by Respondent, and have knowledge of whether or not there are any existing and/or prior Contracts within the past three (3) years between the City of Cocoa, Florida and Respondent.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-25-03-COC

6. Based on my knowledge indicated in paragraph 5 of this Affidavit, there currently exist the following Contracts and task orders under a continuing services Contract between Respondent (performed either solely by the Respondent or as part of a joint venture) and the City of Cocoa, with the corresponding amount paid Respondent by the City of Cocoa for services rendered by Respondent:

CONTRACT	AMOUNT PAID
Engineering Services for Design, Permitting, and Services, During Construction of Utility Conveyance Systems Upgrades and Expansion (RFQ No. Q-23-12-COC)	\$218,586
General Civil Engineering, Architectural and Traffic Engineering Services (RFQ No. Q-23-01-COC)	\$72,519

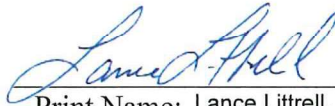
7. Based on my knowledge indicated in paragraph 5 of this Affidavit, there were the following prior Contracts and task orders under a continuing services Contract between Respondent (performed either solely by the Respondent or as part of a joint venture) and the City of Cocoa within the previous three (3) years from the date of this Affidavit, with the corresponding amount paid Respondent by the City of Cocoa for services rendered by Respondent:

CONTRACT	AMOUNT PAID
Not applicable.	

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-25-03-COC

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

FURTHER AFFIANT SAYETH NAUGHT.



Print Name: Lance Littrell, PE Vice President

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was sworn to and subscribed before me by means of
(☒) physical presence or () online notarization, this 10 day of January, 2025
by Lance Littrell, PE [] who is personally known to me, or [] who has produced
_____ as identification.

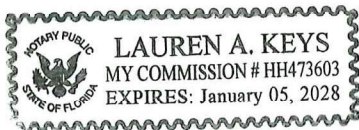
WITNESS my hand and official seal in the State and County last aforesaid this
10 day of January, 2025.



NOTARY PUBLIC

Print Name: Lauren A. Keys

My Commission Expires: January 5, 2028



CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-25-03-COC

AFFIDAVIT OF OTHER APPLICABLE MANDATORY CRITERIA

STATE OF Florida

CITY OF Melbourne

BEFORE ME, the undersigned authority, this day personally appeared Lance Littrell, PE, who, after first being duly sworn, upon oath, deposes and says:

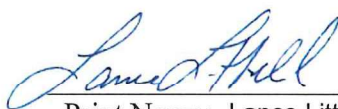
1. My name is Lance Littrell, PE and I am over the age of eighteen (18) years.
2. I have personal knowledge of the facts contained in this Affidavit, and I know these facts to be true and correct.
3. I currently serve in the position of Vice President for Kikmley-Horn and Associates, Inc. (hereinafter "Respondent") and have been employed by Respondent since 7/25/2016 ____.
4. I am familiar with the current professional licensing status of Respondent.
5. I have assisted in preparing the Respondent's response to the City of Cocoa **RFQ Q-25-03-COC Engineering Services for the Pineda Causeway Phase 2 Water Main Installation Project** and I am familiar with the contents of said response.
6. I am also familiar with the other applicable mandatory criteria listed in sections 6 and 7 of the City of Cocoa **RFQ Q-25-03-COC Engineering Services for the Pineda Causeway Phase 2 Water Main Installation Project**; and
7. Based on my personal knowledge and belief, I state as follows:
 - a. Respondent is duly licensed to practice in the State of Florida, and said license is in good standing with the State of Florida;
 - b. There are no legal or professional conflicts of interest with regard to any work performed by the Respondent for the City of Cocoa or any other person

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-25-03-COC**

or entity, or with respect to the scope of services required by the City of Cocoa **RFQ Q-25-03-COC Engineering Services for the Pineda Causeway Phase 2 Water Main Installation Project**; and

c. The Respondent adhered to the instructions set forth in the City of Cocoa **RFQ Q-25-03-COC Engineering Services for the Pineda Causeway Phase 2 Water Main Installation Project**; in preparing and submitting the Respondent's response including, but not limited to the Anti-Lobbying provision.

FURTHER AFFIANT SAYETH NAUGHT.



Print Name: Lance Littrell, PE

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was sworn to and subscribed before me by means of (☒) physical presence or () online notarization, this 10 day of January, 2025 by Lance Littrell, PE [] who is personally known to me, or [] who has produced _____ as identification.

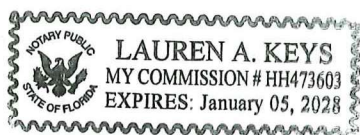
10 day of January, 2025.
WITNESS my hand and official seal in the State and County last aforesaid this



NOTARY PUBLIC

Print Name: Lauren A. Keys

My Commission Expires: January 5, 2028



CITY OF COCOA
REQUEST FOR QUALIFICATIONS
O-25-03-COC

Scrutinized Company Certification

This certification is required pursuant to Sections 287.135, 287.012 and 215.473, Florida Statutes.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. [215.4725](#), or is engaged in a boycott of Israel; or

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. [215.473](#); or

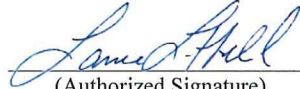
2. Is engaged in business operations in Cuba or Syria.

THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR BID/RFP/RFQ RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED, SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

The Vendor, by virtue of the signature below, certifies that:

- a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and
- b. The Vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engaged in business operations in Cuba or Syria; or on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; and
- c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the CITY in writing if any of its principals are placed on any of the Scrutinized Company Lists above or becomes engaged in business operations in Cuba or Syria, or becomes engaged in a boycott of Israel.
- d. The Vendor understands that any contract with an agency or local governmental entity for goods or services of \$1 million or more entered into or renewed on or after July 1, 2018, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have submitted a false certification, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. Any contract with an agency or local governmental entity for goods or services of any amount entered into or renewed on or after July 1, 2018, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-25-03-COC


(Authorized Signature)

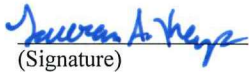
Lance Littrell, PE Vice President
(Printed Name and Title)

Kimley-Horn and Associates, Inc.
(Name of Vendor)

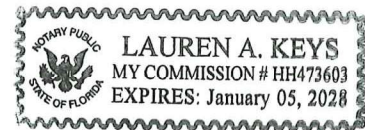
STATE OF Florida, COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or () online notarization, this 10 day of January, 2025, by Lance Littrell, PE (name of person whose signature is being notarized) as Vice President (title) of Kimley-Horn and Associates, Inc. (Name of Vendor), known to me to be the person described herein, or who produced _____ (type of identification) as identification, and who did/did not take an oath.

NOTARY PUBLIC:

 State of Florida at Large (Seal)
(Signature)

Lauren A. Keys My commission expires: 1/5/28
(Print Name)



Scrutinized Company Provisions

SCRUTINIZED COMPANIES: Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of \$1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List may not bid on, submit a proposal for, or enter into a Contract with an agency or local government entity for goods or services of \$1 million or more.

Pursuant to Chapter 215.473, Florida Statutes, the Florida State Board of Administration is charged with maintaining a complete list of scrutinized companies. Scrutinized companies are judged according to whether they meet the following criteria:

Sudan:

1. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
2. Have a material business relationship involving the supply of military equipment, or
3. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
4. Have been complicit in the genocidal campaign in Darfur.

Iran:

1. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
2. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.

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The SBA is not responsible for compliance with Chapter 287.135, Florida Statutes. The SBA's responsibilities are solely focused on the Protecting Florida's investments Act and Chapter 215.473 as it related to the identification of the "Scrutinized Companies" that have prohibited business operations in Sudan or Iran.

List is found at:

<http://www.sbafla.com/fsb/Home/ProtectingFloridasInvestmentAct/tabid/751/Default.aspx>
then click on the "Other Links" to the List

or

<http://www.sbafla.com/fsb/LinkClick.aspx?fileticket=iePW9X713-E%3D&tabid=751&mid=2409>

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
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Drug-Free Workplace Certification

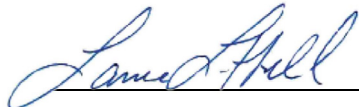
When applicable, the drug-free certification form below must be signed and returned with the RFQ response.

IDENTICAL TIE PROPOSALS: Preference may be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied Respondents have a drug-free workplace program.

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

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

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **Attachment "E", Drug-Free Workplace Certification**, is truthful and correct at the time of submission.



Lance Littrell, PE

Vice President

Title

January 10, 2025

Date



Witness Signature

Tucker Hunter, PE

Typed Name of Witness

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**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters**

Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;
 - b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to who this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.
6. The prospective primary participant agree by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower

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Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agree by submitting this proposal that it will include this clause title “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower

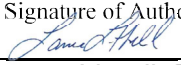
CITY OF COCOA
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Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant: Kimley-Horn and Associates, Inc.		Date: January 10, 2025
Signature of Authorized Certifying Official: 	Title: Vice President	

Lance Littrell, PE

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
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Non-Collusion/Lobbying Certification

This statement is submitted with Proposal by:

Kimley-Horn and Associates, Inc. whose business address is
7341 Office Park Place, Suite 102, Melbourne, FL 32940
[Name of entity submitting sworn statement]

Kimley-Horn and Associates, Inc. and its Federal Employer Identification Number (FEIN) is
56-0885615.

My name is Lance Littrell, PE and my relationship to the above is
Vice President.
[Please print name of individual signing]

A. NON-COLLUSION PROVISION CERTIFICATION.

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

B. LOBBYING CERTIFICATION.

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

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

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


Authorized Signatory

Lance Littrell, PE
Typed Name of Signatory

Vice President

Title

January 10, 2025

Date



Witness Signature

Tucker Hunter, PE

Typed Name of Witness

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
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Organizational Information

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

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

B.A copy of a resolution listing the members of staff as authorized signatories for the company.

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

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
✓	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship		Other (Please specify)
State of Incorporation		North Carolina			
Principal Place of Business (Enter Address)		421 Fayetteville Street, Suite 600, Raleigh, NC 27601			
Federal I.D. or Social Security Number		56-0885615			

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

Respondant/Contractor_Name:

Kimley-Horn and Associates, Inc.

Mailing_Address:

7341 Office Park Place, Suite 102, Melbourne, FL 32940

Telephone_Number: 407-982-3064

E-mail Address: Tucker.Hunter@kimley-horn.com

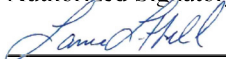
FEIN: 56-0885615

DUNS: V8PKGG6NLKV6

CAGE Code: OBPM5

As issued through www.sam.gov

Authorized Signatory Printed Name



Lance Littrell, PE

Title Vice President

Date January 10, 2025

*On April 4, 2022, the unique entity identifier used across the federal government changed from the DUNS Number to the Unique Entity Identification (UEI) number that can be found in SAM.gov. We have listed our UEI number above.



Certificate of Secretary

To Whom It May Concern:

I am the duly qualified and acting Secretary of Kimley-Horn and Associates, Inc., a North Carolina Corporation.

The following is a true copy of a resolution duly adopted by the Board of Directors of the corporation at the Board meeting held on August 12, 2024 and entered in the minutes of such meeting in the minute book of the corporation.

"The Board unanimously approved the contract signing authority of employees as presented."
(Copies of the employee lists as presented are enclosed.)

The resolution is in conformity with the articles of incorporation and bylaws of the corporation, has never been modified or repealed, and is now in full force and effect.

Dated:


Richard N. Cook, Secretary

(corporate seal)



Kimley-Horn and Associates, Inc.
FULL CONTRACT SIGNING AUTHORITY
August 12, 2024

The following individuals have authority to sign both standard and non-standard agreements directly related to serving clients ("Project Agreements"). Project Agreements include client contracts, subcontracts, project-specific vendor agreements, IPO's, contract amendments, non-disclosure agreements, teaming agreements, project-specific equipment and facility rental agreements for specific projects, and certifications related to proposals. This document does not grant authorization to sign other types of contracts or legal documents not directly related to client service such as office leases, software purchase or license agreements, tax returns, purchase agreements for supplies, or agreements to procure accounting, legal, recruiting, or similar services.

ATLANTIC

BALTIMORE CITY

Falk, Katherine W.
Kraft, Jonathan H.
Miller, Sean T.
Smith, Jeff B.

BALTIMORE COUNTY

Leffner, Nicholas J.
Hutton, Heather

BOSTON

Jacques, Christopher
Keegan, Katherine A.

CHARLOTTESVILLE

Oliver, Jonathan H.

HARRISBURG

Bankert, Larry I.
McGinley, Steve M.

LOUDOUN

Bollinger, Kyle T.
Giffin, Geoffrey D.

NORTHERN VIRGINIA

Carter, Erica V.
D'Alessandro, Jonathan J.
Elman, Paul D.
Howell, Christopher M.
Kauppila, John L.
Koopman, Jennifer R.
Lefton, Steven E.
Millot, Sean M.
Murphy, Erin M.
Musson, David B.
Prunty, Robert W.
Samba, David B.
Sauro, Thomas J.
Schrader, Carly N.
Smith, Andrew T.
Stevens, Ross S.
Teague, M. Zach
Whyte, Richard D.

PHILADELPHIA

CENTER CITY

Harmon, Amanda R.
Hughes, Paul W.
Morgan, Taylor M.

PITTSBURGH

Beaves, Adele M.
Beduhn, Tyler J.
Moldovan, William

PRINCETON

Diggan, Tony W.
Gibson, Adam T.

RICHMOND

Chance, Maxwell P.
Crum, Katie E.
Dougherty, Sean P.
Harrell, Matthew T.
Heustess, Aaron M.
Hill, Corey W.
Lickliter, Ashley C.
McCray, Danielle R.
McPeters, Brian A.
Perkins, Ryan R.
White, Timothy E.

VIRGINIA BEACH

Chambers, Jon S.
Dallman, David B.
Davidson, Scott O.
Farthing, Andrew P.
France, William D.
Funk, Gerald S.
Holland, Kimberly R.
Holland, Stephen R.
Mackey, William F.
Mertig, Karl E.
Miller Edward W.
Moser, Emily A.
Niss, Robyn M.
Royal, Jack R.
Schmitt, Gregory H.
Votava Charles F.
Wharton, Michelle L.
Williams, Kyle D.
Yee, Leong Wee

WHITE PLAINS

Canning, Thomas J.
Van Hise, Kevin A.

CALIFORNIA

LONG BEACH

Hewitt, Melissa A.
Phillips, Chad E.

LOS ANGELES

Chakravarthy, Srikanth

Duong, Danh

Fares, Jean B.
Kyle, Gregory S
Phaneuf, Alyssa S.
Ranta, Shahrzad

OAKLAND

Akwabi, Kwasi
Colety, Mike D.
Dankberg, Adam J.

ORANGE

Adrian, Darren J.
Bossu, David M.
Glaze, Jacob S.
Kerry, Nicole M.
Matson, Jason B.
Marechal, Jason A.
Melchor, Jason J.
Melvin, M. Pearse

PLEASANTON

Durrenberger, Randal R.
Johnson, Miles R.
Mehta, Parag G.
Mowery, Michael C.
Sowers, Brian E.

RIVERSIDE

Cowan, Eugene D.
Pollock, John A.

SACRAMENTO

Melvin, Enda
Pittalwala, Fareed S.
Schmitt, Michael L.
Tait, Zachary T.
Weir, Matthew D.

SAN DIEGO

Barlow, Matthew T.
Becker, Justin S.
Harry, Jennifer L.
Kaltsas, Joseph D.
Madsen, Michael P.
McCormick, Matthew B.
McWhorter, Samuel L.
Podegracz, Anthony J.
Ulery, Megan R.
Valencia, Jason B.

SAN JOSE

Hamilton, Robert J.
Hedayat, Leyla
Venter Frederik J.

SAN MATEO

Pulliam, John E.

CAROLINAS

CHARLESTON

Edmonson, William C.
Guy, Jonathan R.

CHARLOTTE

Blakley, Jr., Stephen W.
Denney, Seth A.
Edwards, Matthew A.
Lewis, Ryan T.
Pattison, Paul G.
Racer, Joseph M.
Taylor, Benjamin S.

COLUMBIA

Iser, Christopher M.

DURHAM DOWNTOWN

Lewellyn, Earl R.

FORT MILL

Holcomb, John E.

RALEIGH

Adams, Richard C.
Barber, Barry L.
Beck, Chadwick W.
Brewer, Brian J.
Cochran, Adam P.
Cook, Richard N.
Deans, Neil T.
Flanagan, Tammy L.
Keil, Ashley R.
Kuzenski, John D.
Leverett, Christopher C.
Meador, Emily H.
Netzer, Lesley E.
Thompson, Erin K.

CENTRAL

DALLAS

Fraccaro, Joseph A.
Galloway, Steven D.
Gary, Glenn A.
Harris, Mark E.
Henrichs, Tyler B.
Hoppers, Kevin P.
Moss, Bradley J.
Nathan, Aaron W.

Rader, Aaron K.

Samarripas, Anthony M.
Sulkowski, Nicholas E.
Williamson, Sarah T.

FORT WORTH

Arnold, Douglas M.
Arnold, Scott R.
Atkins, John R.
Hill, Bradley J.
James, Richard J.
Webb, Floyd C.

FRISCO

Brignon, Brit A.
Coppin, Thomas G.
McCracken, Paul D.
Dickey, Kyle A.

IRVING/LAS COLINAS

Ante, Louis N.

FLORIDA

BOCA-DELRAY

Webber, Jason A.
Haggerty, Jordan L.

FORT LAUDERDALE

Alam, Mudassar M.
Capelli, Jill A.
Dabkowski, Adrian K.
Emmons, Erin N.
Falce, Christopher T.
McWilliams, John J.
Ratay, Gary R.
Robertson, Stewart E.
Viola, Stefano F.

FORT MYERS

Bryant, M. Lewis
Clark, Kellie R.

GAINESVILLE

Towne, Christopher

JACKSONVILLE

Brenny, Martin T.
Mecca, Joseph P.
Mullis, Raiford M.
Roland, George E.
Shelton, Mark W.

LAKE LAND

Lewis, Jason A.

Kimley-Horn and Associates, Inc.
FULL CONTRACT SIGNING AUTHORITY
August 12, 2024

Wilson, Mark E.
White, Wayne E.
MELBOURNE
Husainy, Kinan F.

MIAMI
Almonte, Leonte I.
Baldo, Burt L.
Buchler, Aaron E.
Collier, Julio A.
Fernandez, Jorge L.
Fye, Barton J.

OCALA
Busche, Richard V.
Gartner, Amber L.
Losito, Gene B.

ORLANDO
Chau, Hao T.
Lenzen, Brent A.
Littrell, Lance R.
Martin, Jonathan A.
Mingonet, Milton S.
Roberts, Heather A.
Stickler, Brooks A.
Thigpen, Jonathan D.
Wetherell, Ryan S.

SARASOTA
Klepper, B. Kelley
Nadeau, Gary J.
Pankonin, James R.
Schmid, Seth E.

ST. PETERSBURG
Dodge, Dawn M.
Walker, Jordan W.

TALLAHASSEE
Barr, Richard R.
DeVeau, Zachariah A.
Kalbi, Shawn C.

TAMPA
Bulloch, Kelly B.
Collins III, Carroll E.
Gilner, Scott W.
Lee, Nathan Q.

VERO BEACH
Good, Brian A.
Lawson, Jacob B.
Roberson, Kevin M.
Thomas, Melibe S.
Van Rens, Peter J.

WEST PALM BEACH
Lee, Jason R.
Long, Jamea M.
Mufleh, Marwan H.
Rapp, Bryan T.
Schanen, Kevin M.
Schwartz, Michael F.

Tercilla, Lindsey A.
Walthall, David W.
WPB DOWNTOWN
Heggen, Christopher W.
Spruce, Michael D.

MIDWEST

CHICAGO
DOWNTOWN
Lemmon, Peter C.
Marnell, Colleen L.
Mayer, Joseph P.
Morton, Jr., Arthur J.

CHICAGO NORTH
SUBURBS
Cooper, Jason C.
Tracy, Eric J.
West, Craig L

CHICAGO WEST
SUBURBS
Fancier-Splitt, Rory K.
Garner, Chad S.
Heinen, Andrew N.
Kaufman, Phil R.
Walker, Michaela E.
Walker, William A.

COLUMBUS
Muller, Justin M.
Reeves, Michael C.
Schall, Andrew J.

INDIANAPOLIS
Butz, Jr., William A.
Sheward, Bryan A.
Wolfred, Maurice A.

KANSAS CITY
Kist, Matthew D.
McKerrow, Jeff D.

NORTHEAST OHIO
Clements, Kevin J.

TWIN CITIES
Bishop, Mark C.
Bourdon, Brandon J.
Coyle, Daniel J.
Elegert, Brandon R.
Fosmo, Eric J.
Hume, Robert M.
Jensen, Matthew D.
Matzek, William D.
Phipps, Ryan A.
Schmitz, William J.
Wall, Lisa M.
Zimmerman, David

TWIN CITIES- WEST
Kuhnau, JoNette L.
Wurdeman, Brian M.

MOUNTAIN PACIFIC

ASPEN
Christensen, Bryce E.

BOISE
McDougald, Brandon D.
Nicholson, Tim P.

BROOMFIELD
Pratt, Anthony J.

COLORADO SPRINGS
Gunderson, Eric J.
Hess, Mitchell O.

DENVER
Andryscik, Kory J.
Colvin, Scott W.
Garinger, Amy M.
Heiberger, John R.
Krell, Gabriel M.
Phelps, Randall J.
Rowe, Curtis D.
Salvagio, Robin
Skeehan, Daniel L.
Sobieski, Dennis M.
McGee, Meaghan M.
Valentine, Brian W.
Wilhelm, William R.

FORT COLLINS
Felton, Emily P.

PORTLAND
Belsick, Jody W.
Meyerhofer, Peter N.

SALT LAKE CITY
Crowther, Brent C.
Gresham, Teresa R.
Johnson, Zachary A.
O'Brien, Molly M.

SEATTLE
Kamerath, Marcy
Reeverts, Canaan H.
Williams, David S.

SOUTHWEST

LAS VEGAS
Ahartz, Shannon R.
Jones, Christopher R.
Moles, Richard A.
Moore, Devin V.
Mosley, Michael S.
Wolf, Treasea

MESA
Burm, Jason M.
Grandy, Michael L.
Margetts, Sterling T.
Mutti, Brent H.

Walnum, Nathan C.
PHOENIX
Christian, Rajesh S.
Connelly, Alissa J.
Delmarter, Michael L.
Ehrick, Taylor R.
Henderson, Benjamin J.
Thoma, Jayme R.
Jupp, Andrew M.
Kimm, Kevin J.
Kissinger, John C.
Leistiko, David J.
Marella, Damon J.
Perillo, Adam C.
Sjogren, Timothy P.
Smalkoski, Brian R.

RENO
Hildebrandt, Timothy H.
Nasset, Brent J.

TUCSON
Payne, Kevin W.
Rhine, Timothy J.

SOUTH

ALPHARETTA
Fanney, Angela L.
Fanney, Lawson H.
Hamilton, James R.
James, Alvin B.
Shearouse, Sarah
Stricklin, David L.
Walker, John D.

ATLANTA
Ergle, Kevin B.
Fink, Kenneth L.

ATLANTA MIDTOWN
Bosman, Eric S.
Coleman, Sean H.
Elsey, Jeffrey B.
Johnston, Sean P.
Ross, Robert A.
Triplett, Katherine R.

BIRMINGHAM
Bailey, Clark B.

MEMPHIS
Danley, Drake E.
Minor, Henry W.
Peregoy, Samuel J.
Peregoy, Jennifer M.

MOBILE
Starling, Charles H.

NASHVILLE
Creasman, Brett R.
Dufour, Zachary J.

Espelet, Leonardo E.
McMaster, Ryan L.
Neal, Philip H.
Rhodes, Christopher D.

SAVANNAH
Gwaltney, Jamie N.
Marsengill, Chris C.

WOODSTOCK
West, Brian B.

TEXAS SOUTH

AUSTIN NORTH
Boecker, Brian C.
Neal, Trey A.
VanLeeuwen, Andrew W.

AUSTIN SOUTH
Hudson, Harrison M.
Mason, Sean R.

BRYAN/COLLEGE
STATION
Lucas, Michael D.

HOUSTON
Frysinger, Ashley M.
Frysinger, Chris V.
Guillory, Michael B.

SAN ANTONIO
Farnsworth, Jeffrey A.
Holscher, Nicholas F.

THE WOODLANDS
Freeman, Jr., Steven C.

CITY OF COCOA
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E-Verify Contractor Affidavit

I hereby certify that Kimley-Horn and Associates, Inc. [insert ~~contractor~~ ^{consultant} 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 Kimley-Horn and Associates, Inc. [insert ~~contractor~~ ^{consultant} company name] proof of registration in the E-Verify system is attached to this Affidavit.



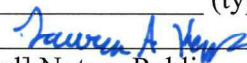
Print Name: Lance Littrell, PE

Date: January 10, 2025

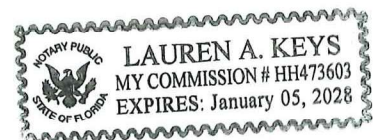
STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this January 10, 2025 (date) by Lance Littrell, PE Vice President (name of officer or agent, title of officer or agent) of Kimley-Horn and Associates, Inc. (name of corporation acknowledging), a North Carolina (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

Lauren A. Keys
Name typed, printed, or stamped
My Commission Expires: 1/5/28



Kimley-Horn and Associates, Inc. Profile ACTIVE

Company Information

Company Name

Kimley-Horn and Associates, Inc.

Doing Business As (DBA) Name

Company ID

2023677

Enrollment Date

Nov 16, 2022

Employer Identification Number (EIN)

560885615

Unique Entity Identifier (UEI)

DS7JWCWDLQU7

DUNS Number

061099131

Total Number of Employees

5,000 to 9,999

NAICS Code

541

Sector

Professional, Scientific, and Technical Services

Subsector

Professional, Scientific, and Technical Services

All instances of "contractor" are to be substituted with "consultant."

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FEMA RIDER

FEDERALLY REQUIRED CONTRACT CLAUSES FOR FEMA

GRANTEES AND SUBGRANTEES

1. Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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(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.

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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

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on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section

~~5. Rights to Inventions Made Under a Contract or Agreement Not Applicable~~

~~Include CFR Title 37 § 401.14 Standard patent rights clauses when applicable~~

6. Clean Air Act

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

7. Federal Water Pollution Control Act

- a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

8. Suspension and Debarment

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

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- 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

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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

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- (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.

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(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

14. *DHS Seal, Logo, and Flags*

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

15. *Compliance with Federal Law, Regulations, and Executive Orders*

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

16. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

17. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. *Byrd Anti-Lobbying Amendment*

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1.No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2.If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement,

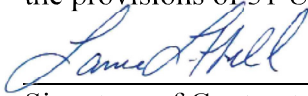
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the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Lance Littrell, PE Vice President

Name and Title of Contractor's Authorized Official

January 10, 2025

Date

18. Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

19. Copyright and Data Rights— Not applicable

~~The Contractor grants to the CITY OF COCOA a paid up, royalty free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF COCOA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF COCOA first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF COCOA.~~

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**Flow down of Terms and Conditions from the Federal Regulations
and/or Grant Agreement**

Subcontracts: If the Bidder subcontracts any portion of the work under this Agreement, a copy of the signed subcontract must be available to the City of Cocoa for review and approval. The bidder agrees to include in the subcontract that:

- A. The subcontractor is bound by the terms of this Agreement;
- B. The subcontractor is bound by all applicable state and federal laws and regulations; and
- C. The subcontractor shall hold the City of Cocoa, grant recipient and granting agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Grant Conditions and Federal Provisions

On behalf of the Bidder, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in the FEMA RIDER, acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s) and subsequent awarded Agreement as a result of this solicitation process should I be the successful Respondant.

Respondent/Contractor Name:
Lance Littrell, PE Vice President

Mailing Address:
7341 Office Park Place, Suite 102, Melbourne, FL 32940

Telephone Number: 407-982-3064 E-mail Address: Tucker.Hunter@kimley-horn.com

FEIN: 56-0885615 DUNS: V8PKGG6NLKV6 CAGE Code: OBPM5 As issued through www.sam.gov


Authorized Signature

January 10, 2025

Date

Lance Littrell, PE
Name of Respondent

Vice President
Title

***On April 4, 2022, the unique entity identifier used across the federal government changed from the DUNS Number to the Unique Identity ID Identification number that can be found in SAM.gov. We listed our UEI number above.**

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BUSINESS REFERENCE LIST

The firm shall provide a minimum of three (3) business related references for which they are currently providing, or have provided within the last ten (10) years, engineering services similar to the scope of services required by this RFQ.

1. Company Name Town of Oakland, FL
Contact Name and Title Mike Parker, Public Works Director
Address 220 N. Tubb Street, Oakland, FL 34760
Phone Number 407.656.1117 Ext. 2302
Duration of Contract or business relationship January 2020 - Ongoing
Hull Avenue Septic to Sewer Conversion: Design, Construction
Administration, and Grant Funding
Continuing Engineering Contract

2. Company Name Sunshine Water Services Company
Contact Name and Title Bryan Gongre, Vice President, Operations/Southeast Region
Address 200 Weathersfield Avenue, Altamonte Springs, FL 32714
Phone Number [REDACTED] 321.972.0360
Duration of Contract or business relationship July 2018 - Ongoing
Sanlando Force Main and Water Main Replacement

3. Name City of Port Orange
Contact Name and Title Junos Reed, PE, City Engineer
Address 1000 City Center Circle, Port Orange, FL 32129
Phone Number 386.506.5754
Duration of Contract or business relationship March 2019 - Ongoing
Port Orange Hydraulic Modeling



January 10, 2025

Brian Dale
Purchasing Manager
Purchasing & Contracts Division
65 Stone St.,
Cocoa, FL 32922

RE: Standard Terms and Conditions/Special Modification Requests

To Whom it May Concern:

The indemnification language in Section 3 on page 9 of 76 is in violation of Florida Statute 725.08 by requiring a defense, and we believe it is void and unenforceable. We request that you modify this language to make it compliant to FL Statutes and delete the requirement to "defend".

Additionally, the indemnity provision refers to both Consultant and Engineer. We request the City only refers to one or the other.

Regards,

A handwritten signature in blue ink, appearing to read "Lance R. Littrell".

Lance R. Littrell, P.E., Vice President

State of Florida

Department of State

I certify from the records of this office that KIMLEY-HORN AND ASSOCIATES, INC. is a North Carolina corporation authorized to transact business in the State of Florida, qualified on April 24, 1968.

The document number of this corporation is 821359.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on April 3, 2024, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-fourth day of April,
2024*




Secretary of State

Tracking Number: 2703192226CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

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File a Complaint

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View Application Status

Find Exam Information

Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

9:12:14 AM 2/26/2024

Licensee Information

Name:

421 FAYETTEVILLE STREET
SUITE 600
RALEIGH North Carolina 27601

Main Address:

OUT OF STATE

County:

OUT OF STATE

License Mailing:

421 FAYETTEVILLE STREET
SUITE 600
RALEIGH NC 27601

County:

OUT OF STATE

License Information

License Type:

Engineering Business Registry

Rank:

Registry

License Number:

696

Status:

Current

Licensure Date:

05/10/1977

Expires:

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& Professional Regulation

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LICENSEE DETAILS

7:06:33 AM 1/23/2024

Licensee Information

Name:

MINGONET, MILTON SCOTT (Primary Name)
KIMLEY-HORN AND ASSOCIATES INC (DBA Name)

Main Address:

200 SOUTH ORANGE AVENUE
SUITE 600
ORLANDO Florida 32801

County:

ORANGE

License Information

License Type:

Registered Landscape Architect

Rank:

Landscape Arc

License Number:

LA0001428

Status:

Current,Active

Licensure Date:

10/14/1991

Expires:

11/30/2025



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LB696

Expiration Date February 28, 2025

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

KIMLEY-HORN AND ASSOCIATES, INC.
421 FAYETTEVILLE ST STE 600
RALEIGH, NC 27601-1777



WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Page 612 of 815

Kimley-Horn

DBPR Proof of Licensure & Qualifying Professional:



Department of Business
& Professional Regulation

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- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

3:19:29 PM 7/22/2024

Licensee Information

Name:	PROFESSIONAL SERVICE INDUSTRIES, INC. (Primary Name)
Main Address:	545 E ALGONQUIN ROAD ATTN: LINDA ELLIS ARLINGTON HEIGHTS Illinois 60005
County:	OUT OF STATE

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	3684
Status:	Current
Licensure Date:	07/15/1983
Expires:	

Special Qualifications	Qualification Effective

Alternate Names

--

[View Related License Information](#)
[View License Complaint](#)

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.

Print

Licensee

Name:	PROFESSIONAL SERVICE INDUSTRIES, INC.	License Number:	3684
Rank:	Registry	License Expiration Date:	
Primary Status:	Current	Original License Date:	07/15/1983

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
60745	Current, Active	VILLEGAS, JUAN DIEGO	Registry	01/30/2017	Professional Engineer	02/28/2025



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB7829**
Expiration Date February 28, 2025

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

L&S DIVERSIFIED, LLC
489 STATE ROAD 436 STE 117
CASSELBERRY, FL 32707-4969

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



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Registry #33071

Logged in as **Manor, Sherry**

License Menu

Select the function you wish to perform.
Press "Back" to return to the main menu.

License Issued To:	L & S DIVERSIFIED, LLC.
License Status:	Current
Originally Licensed On:	04/02/2019 (mm/dd/yyyy)
Expires On:	

Functions

[Address Change](#)
[Remove This License From My Account](#)

[Back](#)



L & S Diversified

State of Florida

Department of State

I certify from the records of this office that THE MERCHANT STRATEGY, INC. is a corporation organized under the laws of the State of Florida, filed on September 26, 2007.

The document number of this corporation is P07000106694.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 16, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

The Merchant Strategy has updated this certificate and is awaiting a new form.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Sixteenth day of January, 2024*




Secretary of State

Tracking Number: 3160154287CC

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<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/18/2024

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

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

PRODUCER Edgewood Partners Ins. Center/Greyling 3780 Mansell Rd. Suite 370 Alpharetta GA 30022		CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 7702207699 E-MAIL ADDRESS: greylingcerts@greyling.com FAX (A/C, No):		
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601 KIMCLASS		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : National Union Fire Ins Co of Pittsburgh		19445
		INSURER B : Allied World Assurance Co (U.S.) Inc.		19489
		INSURER C : New Hampshire Insurance Company		23841
		INSURER D : Lloyd's of London		85202
		INSURER E :		
INSURER F :				

COVERAGES**CERTIFICATE NUMBER:** 1362552506**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 ☐ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:			GL5268169	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CA4489663 (AOS) CA2970071 (MA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			03127930	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
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 / A			WC015893685 (AOS) WC015893686 (CA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	☒ 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	Professional Liability			B0146LDUSA2404949	4/1/2024	4/1/2025	Per Claim Aggregate 5,000,000 5,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Sample Certificate

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.

State of Florida

Woman Business Certification

The Merchant Strategy, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
05/04/2023 to 05/04/2025



J. Todd Inman
Florida Department of Management Services



Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

State of Florida

Woman & Minority Business Certification

L & S Diversified, LLC.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
06/14/2023 to 06/14/2025



J. Todd Inman
Florida Department of Management Services



Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

Office of Local Defense Community
Cooperation

Department of Defense

Notice Of Award

1.FEDERAL AWARDING AGENCY	2.INSTRUMENT TYPE:
U.S. DEPARTMENT OF DEFENSE OFFICE OF LOCAL DEFENSE COMMUNITY COOPERATION 2231 CRYSTAL DRIVE, SUITE 520 ARLINGTON, VA 22202	Grant Agreement
	3.AWARD TYPE
	Non-Construction

4.TYPE OF ACTION:	5.FEDERAL AWARD DATE:
New Award	2024-09-25

6.AWARDED TO:	7.PRINCIPAL INVESTIGATOR
Cocoa Florida 351 Shearer Blvd Cocoa FL 32922-7982	John Walsh Utilites Director 351 Shearer Blvd jwalsh@cocoafll.org

8.UNIQUE ENTITY IDENTIFIER:	9.OLDCC AWARD NUMBER:
NY71W5M2KSR7	IR2179-24-01

10.FEDERAL AWARD IDENTIFICATION NUMBER:	11.PROGRAM TYPE:
HQ00052410064	Community Adjustment

12.AMENDMENT NUMBER:	13.REGULATORY AUTHORITY:
	2 CFR 200

14.PERIOD OF PERFORMANCE:	15.STATUTORY AUTHORITY:
09/01/2024 - 09/30/2026	10. U.S. Code § 2391

	16.ASSISTANCE LISTING NUMBER AND TITLE:
	12.003 Community Economic Adjustment Assistance for Responding to Threats to the Resilience of a Military Installation

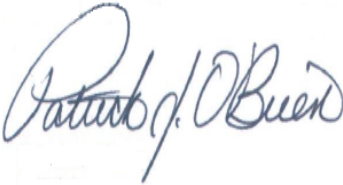
17.TITLE AND DESCRIPTION:

18.BUDGET SUMMARY			
	FEDERAL	NON-FEDERAL	TOTAL APPROVED BUDGET
PREVIOUSLY OBLIGATED	\$0	\$0	\$0
OBLIGATED BY THIS ACTION	\$1,200,000	\$135,000	\$1,335,000
INDIRECT COST RATE IS: 0	\$0	\$0	\$0
TOTAL OBLIGATED ON AWARD	\$1,200,000	\$135,000	\$1,335,000
GRANT TOTAL	\$1,200,000	\$135,000	\$1,335,000

19.FEDERAL AGENCY POINTS-OF-CONTACT	
GRANTS MANAGEMENT SPECIALIST:	PROJECT MANAGER:
Catherine Summers catherine.l.summers2.civ@mail.mil (703) 692-2174	Bill Van Houten william.j.vanhouten.civ@mail.mil (703) 697-2096

20.TERMS AND CONDITIONS
The following terms and conditions are incorporated herein by reference with the same force and effect as if they were given in full text. Upon request the Federal awarding agency will make the full text available, or they can be found as described below.
The following documents may be found at: OLDCC Terms and Conditions: https://oldcc.gov/grant-terms-and-conditions .
OLDCC Grants Management Manual: > https://oldcc.gov/resource/grants-management-manual .
Special Conditions 1. This grant period is from September 1, 2024, through September 30, 2026. Eligible costs incurred between September 1, 2024, and the date of this agreement are allowable and reimbursable.

21.AWARD PERFORMANCE GOALS		
REPORTING TYPE	FREQUENCY	DUE DATE
Performance Report	Quarterly	2024-12-31
Performance Report	Quarterly	2025-03-31
Performance Report	Quarterly	2025-06-30
Performance Report	Quarterly	2025-09-30
Federal Financial Report		2025-09-30
Performance Report	Quarterly	2025-12-31
Performance Report	Quarterly	2026-03-31
Performance Report	Quarterly	2026-06-30
Performance Report	Quarterly	2026-09-30
Federal Financial Report		2026-09-30
Federal Financial Report		2027-01-31
Final Performance Report		2027-01-31

22.AFFIRMATION OF AWARD			
By signing this agreement, the Authorized Representative assures that the recipient will carry out the project/program described in its application and will comply with the terms and conditions and other requirements of this award.			
FOR THE RECIPIENT		FOR THE UNITED STATES OF AMERICA	
DocuSigned by: Stockton E. Whitten 17E1FF1D39864B5... Name: Stockton Whitten Title: City Manager		 Patrick O'Brien Award Official	
Date AO Signed 9/25/2024		Date Signed 2024-09-25	

**FLORIDA DEFENSE INFRASTRUCTURE GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE**

THIS FLORIDA DEFENSE INFRASTRUCTURE GRANT AGREEMENT (this “Agreement”) is made and entered into by and between the **Florida Department of Commerce** (“Commerce”) and the **City of Cocoa** (“Grantee”). Commerce and Grantee are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

RECITALS

WHEREAS, Pursuant to section 288.980, Florida Statutes (“F.S.”) Grantee applied for funds.

WHEREAS, based on Grantee’s submitted proposal and any amendments thereto (collectively, the “Application”), Commerce has determined that the project described in **Attachment 1, Scope of Work**, attached and incorporated in this Agreement, is necessary to support local infrastructure projects that benefit both the local community and the military installation(s).

WHEREAS, Grantee hereby represents and warrants that Grantee’s signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee’s purposes in accordance with the terms and conditions of this Agreement.

WHEREAS, Commerce has the authority to enter into this Agreement and distribute State of Florida funds (“Award Funds”) in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- **Attachment 1: Scope of Work**
 - Exhibit 1 to Attachment 1: Quarterly Report**
 - Exhibit 2 to Attachment 1: Financial Report**
 - Exhibit 3 to Attachment 1: Grantee Invoice**
- **Attachment 2: Audit Requirements**
 - Exhibit 1 to Attachment 2: Additional Audit Requirements**
- **Attachment 3: Audit Compliance Certification**
- **Attachment 4: Minority and Service-Disabled Veteran Business Enterprise Form**
- **Attachment 5: Engineers Certification of Compliance**

WHEREAS, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the “Agreement”, and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency.

NOW, THEREFORE, for and in consideration of the agreements, covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

AGREEMENT

1. TERM: This Agreement is effective as of July 1, 2023, the date on which the Award Letter was issued for this Agreement (the “Effective Date”) and shall continue until the earlier of (a) June 30, 2026 (the “Expiration Date”) unless an extension of the time period is requested by Grantee and granted in writing by Commerce prior to the expiration of this Agreement or (b) the date on which either Party terminates this Agreement (the “Termination Date”). The period of time between the Effective Date and the Expiration Date or Termination Date is the “Agreement Period.”

2. PERFORMANCE REQUIREMENTS: Grantee shall perform the services specified herein in accordance with the terms and conditions of this Agreement and all attachments and exhibits attached hereto

and incorporated herein.

3. TYPE OF AGREEMENT: This Agreement is a **cost reimbursement** agreement.

4. RELEASE OF FUNDS: Commerce shall pay Grantee up to **One Hundred Thirty-Five Thousand Dollars and Zero Cents (\$135,000.00)** in consideration for Grantee's performance and services pursuant to this Agreement. In accordance with s. 287.0582, F.S., the State of Florida and Commerce's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce has final authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. The lack of appropriation or availability of funds shall not constitute a default by Commerce. Grantee shall not use funds provided pursuant to s. 288.980, F.S., for the exclusive benefit of any single company, corporation, or business entity. Commerce has final authority as to what may constitute an "exclusive benefit of any single company, corporation, or business entity" under this Agreement. Use of funds provided pursuant to s. 288.980, F.S., for the exclusive benefit of any single company, corporation, or business entity is strictly prohibited, and Commerce may, in its sole discretion, terminate this Agreement and demand immediate repayment of all funds, plus reasonable interest thereon, if Commerce determines that Grantee used funds provided pursuant to this Agreement for the exclusive benefit of any single company, corporation, or business entity. Grantee is liable for all costs in excess of the amount paid by Commerce.

5. PAYMENTS TO GRANTEE:

a. Grantee shall provide Commerce's Agreement Manager invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>) and with detail sufficient for a proper pre-audit and post-audit thereof. Invoices must also comply with the following:

1) Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of this Agreement for the invoice period. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s).

2) Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, this Agreement number, the invoice number, and the invoice period. Commerce or the State may require any additional information from Grantee that Commerce or the State deems necessary to process an invoice in their sole and absolute discretion.

3) Invoices must be submitted in accordance with the time requirements specified in Attachment 1, SCOPE OF WORK.

b. Upon completion of a task, Grantee shall submit payment requests through SERA for costs for all services rendered during the applicable period. Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee expenditures. Commerce may request any information from Grantee that Commerce deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>. Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s). Grantee shall submit its final invoice for payment to Commerce no later than 30 days after this Agreement ends and Commerce may, at Commerce's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.

c. Payment shall be made in accordance with s. 215.422, F.S., governing time limits for payment of invoices. The SCOPE OF WORK may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. Commerce is responsible for all payments under this Agreement.

d. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to s. 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at: <https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm>.

e. If authorized and approved, Grantee may be provided an advance as part of this Agreement.

f. **VENDOR OMBUDSMAN:** In accordance with s. 215.422(5), F.S., a Vendor Ombudsman, within the Department of Financial Services, advocates for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

6. REQUIREMENTS OF SECTION 287.058(1)(A) THROUGH (I), FLORIDA STATUTES:

a. Grantee shall submit bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit thereof.

b. If travel expenses are authorized, Grantee shall submit bills for such travel expenses and shall be reimbursed only in accordance with s. 112.061, F.S.

c. Commerce shall have the right to unilaterally cancel this Agreement for Grantee's refusal to allow public access to all documents, papers, letters or other materials made or received by Grantee in conjunction with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), F.S.

d. Grantee shall perform all tasks contained in Attachment 1, SCOPE OF WORK, attached hereto and incorporated herein.

e. Commerce shall not pay Grantee until Commerce: (1) determines satisfactory completion of each Deliverable described in the SCOPE OF WORK in accordance with the "Minimum Level of Service" and (2) gives Grantee written notice of same.

f. Grantee shall comply with all criteria stated in Attachment 1, SCOPE OF WORK, and final date by which such criteria must be met for completion of this Agreement.

g. This Agreement may not be renewed.

h. If Grantee fails to perform in accordance with this Agreement, Commerce shall apply the financial consequences specified in Attachment 1, SCOPE OF WORK, of this Agreement.

i. Unless otherwise agreed upon in a separate writing, Grantee shall own all intellectual property rights preexisting the starting date of this Agreement, and the State of Florida through Commerce shall own all intellectual property rights Grantee or Grantee's agent or contractor created or otherwise developed in performance of this Agreement after the starting date of this Agreement; provided, further, that proceeds derived from the sale, licensing, marketing, or other authorization related to any such state-owned intellectual property right shall be handled in the manner specified by applicable state statute.

7. REPRESENTATIONS AND WARRANTIES: Grantee hereby makes the following representations and warranties to Commerce, each of which shall be deemed to be a separate representation and warranty, all of which have been made for the purpose of inducing Commerce to enter into this Agreement, and in reliance on which Commerce has entered into this Agreement, as of the Effective Date, the dates on which Grantee submits each request for reimbursement under this Agreement, and the dates on which Grantee receives any reimbursement:

a. Grantee has all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary actions on the part of Grantee. After Grantee's execution and delivery and upon Commerce's execution and delivery of this Agreement, this Agreement constitutes the legal, valid, and binding obligation of Grantee, enforceable against Grantee in accordance with its terms (subject to applicable bankruptcy, insolvency, moratorium, reorganization, or similar laws affecting the rights of creditors generally and the availability of equitable remedies).

b. Grantee's execution and delivery of this Agreement and Grantee's performance of the transactions contemplated hereby do not: (i) conflict with or result in a breach of any provision of Grantee's charter or similar constitutive document, (ii) result in violation or breach of or constitute a default (or an event which, with or without notice or lapse of time or both, would constitute a default) under, or result in the termination, modification, cancellation or acceleration under the terms, conditions, or provisions of any of Grantee's indentures, material agreements or other material instruments; or (iii) violate any applicable law or regulation. Grantee has not been convicted of a "public entity crime" (as such term is defined in Section 287.133 of the Florida Statutes) nor has Grantee been placed on the "discriminatory vendor list" (as such term is defined in Section 287.134 of the Florida Statutes). None of Grantee's elected or appointed officers, agents, employees, or other persons acting on its behalf has taken any act in furtherance of an offer, payment, promise to pay,

authorization, or ratification of the payment, directly or indirectly, of any gift, money or anything of value to a government official or to obtain or retain business from any person or entity in violation of applicable law.

c. No event, change or condition has occurred that has had, or would reasonably be expected to have, a material adverse effect on the financial condition of Grantee or the Project, in each case, since the date of the Proposal. No litigation, investigation, claim, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of or before any arbitrator or governmental authority is pending or, to the knowledge of Grantee, threatened by or against Grantee or against any of its properties or assets, which, individually or in the aggregate, could reasonably be expected to result in a material and adverse effect on the financial condition of Grantee, the Project, or Grantee's ability to perform its obligations under this Agreement. No state or federal criminal investigation, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of the Office of the Attorney General of the State of Florida, any State Attorney in the State of Florida, the United States Department of Justice, or any other prosecutorial or law enforcement authority is pending or, to the knowledge of Grantee, threatened by or against Grantee or any of its elected officials.

d. Commerce shall be deemed to have relied upon the express representations and warranties set forth herein notwithstanding any knowledge on the part of Commerce of any untruth of any such representation or warranty of Grantee expressly set forth in this Agreement, regardless of whether such knowledge was obtained through Commerce's own investigation or otherwise, and regardless of whether such knowledge was obtained before or after the execution and delivery of this Agreement. No information, report, financial statement, exhibit or schedule furnished by Grantee to Commerce in connection with the negotiation of this Agreement (including, without limitation, the Proposal) or delivered pursuant to this Agreement when taken together, contained or contains any material misstatement of fact or omitted or omits to state any material fact necessary to make the statements contained herein or therein, in the light of the circumstances under which they were made, not misleading.

8. LAWS APPLICABLE TO THIS AGREEMENT:

a. The laws of the State of Florida shall govern the construction, enforcement and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction without limiting the provisions of the DISPUTE RESOLUTION Section of this Agreement, the exclusive personal jurisdiction and venue to resolve any and all disputes between them including, without limitation, any disputes arising out of or relating to this Agreement shall be in the state courts of the State of Florida in the County of Leon. The Parties expressly consent to the exclusive personal jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non convenience, lack of personal jurisdiction, or like defense, and further agree that any and all disputes between them shall be solely in the State of Florida. Should any term of this Agreement conflict with any applicable law, rule, or regulation, the applicable law, rule, or regulation shall control over the provisions of this Agreement. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

b. If applicable, Grantee is in compliance with the rules for e-procurement as directed by rule 60A-1.033, F.A.C., and that it will maintain eligibility for this Agreement through the MyFloridaMarketplace.com system.

c. Grantee shall not expend any funds provided under this Agreement for the purpose of lobbying the Legislature, the judicial branch, or any state agency. Commerce shall ensure compliance with s. 11.062, F.S., and s. 216.347, F.S. Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of Commerce's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 2, AUDIT REQUIREMENTS.

d. Grantee shall reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Grantee's compliance with the terms of this or

any other agreement between Grantee and the State which results in the suspension or debarment of Grantee. Such costs shall include but shall not be limited to salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment. Grantee understands and will comply with the requirements of s. 20.055(5), F.S., including but not necessarily limited to, the duty of Grantee and any of Grantee's subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to s. 20.055, F.S.

e. Public Entity Crime: Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S. pursuant to which a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on an agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on an agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under an agreement with any public entity and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for Category Two (\$35,000 in 2017) for a period of 36 months from the date of being placed on the convicted vendor list. Grantee shall disclose to Commerce if Grantee, or any of Grantee's affiliates, as defined in s. 287.133(1)(a) of the Florida Statutes, is on the convicted vendor list or on any similar list maintained by any other state or the federal government.

f. Limitations on Advertising of Agreement: Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of this Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the services this Agreement requires.

g. Disclosure of Sponsorship: As required by s. 286.25, F.S., if Grantee is a nongovernmental organization that sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

h. Mandatory Disclosure Requirements:

1) Conflict of Interest: This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5 percent interest in Grantee or Grantee's affiliates.

2) Vendors on Scrutinized Companies Lists: Grantee is aware of and understands the provisions of s. 287.134(2)(a), F.S. As required by s. 287.135(5), Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; (4) engaged in business operations in Cuba or Syria.

a) Pursuant to s. 287.135(5), F.S., Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

b) If Commerce determines that Grantee has submitted a false certification, Commerce will provide written notice to Grantee. Unless Grantee demonstrates in writing, within 90 calendar days of receipt of the notice, that Commerce's determination of false certification was made in error, Commerce shall bring a civil action against Grantee. If Commerce's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on Grantee, and Grantee will be ineligible to bid on any Agreement with any agency or local governmental entity for three years after the date of Commerce's determination of false certification by Grantee.

c) If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

3) Discriminatory Vendors: Grantee shall disclose to Commerce if it or any of its affiliates, as defined by s. 287.134(1) (a.), F.S., appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to s. 287.134, F.S., may not: (1) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; (2) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; (3) submit bids, proposals, or replies on leases of real property to a public entity; (4) be awarded or perform work as a contractor, subcontractor, Grantee, supplier, subgrantee, or consultant under a contract or agreement with any public entity; or (5) transact business with any public entity.

4) Abuse, Neglect, and Exploitation Incident Reporting: In compliance with ss. 39.201 and 415.1034, F.S., an employee of Grantee who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at www.myflfamilies.com/service-programs/abuse-hotline, or via fax at 1-800-914-0004.

5) Information Release:

a) Grantee shall keep and maintain public records required by Commerce to perform Grantee's responsibilities hereunder. Grantee shall, upon request from Commerce's custodian of public records, provide Commerce with a copy of the requested records or allow the records to be inspected or copied within a reasonable time per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from the Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

b) If Commerce does not possess a record requested through a public records request, Commerce shall notify Grantee of the request as soon as practicable, and Grantee must provide the records to Commerce or allow the records to be inspected or copied within a reasonable time. If Grantee does not comply with Commerce's request for records, Commerce shall enforce the provisions set forth in this Agreement. A Grantee who fails to provide public records to Commerce within a reasonable time may be subject to penalties under s. 119.10, F.S.

c) Grantee acknowledges that Commerce is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Grantee submits to Commerce under this Agreement may constitute public records under Florida Statutes. Grantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S.

d) If Grantee submits records to Commerce that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Grantee prior to submittal to Commerce. Failure to identify the legal basis for each exemption from the public record requirements of chapter 119, F.S., prior to submittal of the record to Commerce may serve as a waiver of a claim of exemption. Grantee 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 this Agreement term and following completion of this Agreement if Grantee does not transfer the records to Commerce upon termination of this Agreement.

e) Grantee shall allow public access to all records made or received by Grantee in conjunction with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), F.S. For records made or received by Grantee in conjunction with this Agreement, Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S.

f) In addition to Grantee's responsibility to directly respond to each request it receives for records made or received by Grantee in conjunction with this Agreement and to provide the applicable public records in response to such request, Grantee shall notify Commerce of the receipt and content of such request by sending an e-mail to PRRequest@commerce.fl.gov within one business day from receipt of such request.

g) Grantee shall notify Commerce verbally within 24 chronological hours and in writing within 72 chronological hours if any data in Grantee's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of Commerce. Grantee shall cooperate with Commerce in taking all steps as Commerce deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.

h) IF GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at PRRequest@commerce.fl.gov, or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

6) Funding Requirements of s. 215.971(1), F.S.:

a) Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the term of this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures (<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>).

b) Grantee shall refund to Commerce any balance of unobligated funds which has been advanced or paid to Grantee.

c) Grantee shall refund to Commerce all funds paid in excess of the amount to which Grantee or its subcontractors are entitled under the terms and conditions of this Agreement.

7) Section 288.980, F.S.: Grantee shall: (a) construct or repair the state or local public infrastructure that is the subject of this Agreement, as described in Attachment 1, SCOPE OF WORK, in a manner that meets and complies with all federal, state, and local laws, rules, and regulations, including but not limited to, the requirements of s. 288.980, F.S.; (b) not use funds provided under this Agreement for the exclusive benefit of any single company, corporation, or business entity; (c) use funds provided under this Agreement to promote economic recovery in specific regions of the state, economic diversification, or economic enhancement in a targeted industry via the construction or repair of the public infrastructure; and (d) the public infrastructure must be: (i) owned by the public, and be for public use or predominately benefit the public; and (ii) if the public infrastructure is leased or sold, it must be leased or sold at fair market rates or value.

9. FINAL INVOICE: Grantee shall submit the final invoice for payment to Commerce no later than **30** calendar days after this Agreement ends or is terminated. If Grantee fails to do so, Commerce, in its sole and absolute discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

10. RECOUPMENT OF FUNDS:

a. Grantee shall refund to Commerce any overpayment of funds due to unearned or disallowed funds under this Agreement as follows: (a) if Grantee or an independent auditor discovers an overpayment, Grantee shall repay to Commerce no later than 30 calendar days after discovery or notification of such overpayment; or (b) if Commerce first discovers an overpayment, Commerce shall notify Grantee in writing, and Grantee shall repay to Commerce such overpayment no later than 30 calendar days after receiving Commerce's notification. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning on the 31st calendar day after the date of notification or discovery. Commerce is the final authority as to what may constitute an "overpayment" under this Agreement.

b. Notwithstanding any other provisions of this Agreement, including but not limited to the damages limitations of the LAWS APPLICABLE TO THIS AGREEMENT Section herein, if Grantee is non-compliant with any provision of this Agreement or applicable law, or if Commerce imposes financial consequences on Grantee pursuant to the terms of this Agreement, Commerce has the right to recoup all resulting cost, monetary loss and/or funds owed to Commerce or the State of Florida, from monies owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity. If the discovery of such noncompliance or imposition of financial consequences and resulting cost, loss, and/or debt to Commerce or the State of Florida arises when no monies are owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity, Grantee shall pay Commerce in full such cost, loss, and/or funds owed to Commerce or the State of Florida with non-State funds within 30 calendar days of the date of notice of the amount owed, unless Commerce agrees, in writing, to an alternative timeframe. Commerce, in Commerce's sole and absolute discretion, shall determine the resulting cost, loss and/or funds owed to Commerce or the State of Florida under this Agreement.

11. AUDITS AND RECORDS:

a. Representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

b. Grantee shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds Commerce provided under this Agreement.

c. Grantee shall comply with all applicable requirements of s. 215.97, F.S., and Attachment 2, AUDIT REQUIREMENTS; and, if an audit is required thereunder, Grantee shall disclose all related party transactions to the auditor.

d. Grantee shall retain all Grantee's records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 2, AUDIT REQUIREMENTS. Upon Commerce's request, Grantee shall cooperate with Commerce to facilitate the duplication and transfer of such records or documents.

e. Grantee shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

f. Within 60 calendar days of the close of Grantee's fiscal year, on a yearly basis, Grantee shall electronically submit a completed AUDIT COMPLIANCE CERTIFICATION (a version of this certification is attached hereto as Attachment 3) to audit@commerce.fl.gov and the Commerce Agreement Manager. Grantee's timely submittal of one completed AUDIT COMPLIANCE CERTIFICATION for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between Commerce and Grantee.

g. Grantee shall (i) maintain all funds Grantee received pursuant to this Agreement in bank accounts separate from its other operating or other special purposes accounts, or (ii) expressly designate in Grantee's business records and accounting system, maintained in good faith and in the regular course of business, that such funds originated from this Agreement. Grantee shall not commingle the funds provided under this Agreement with any other funds, projects, or programs. Commerce may, in its sole and absolute discretion, disallow costs that result from purchases made with commingled funds.

12. EMPLOYMENT ELIGIBILITY VERIFICATION:

a. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.

b. Section 448.095, F.S., requires the following:

1) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

2) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

c. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

13. DUTY OF CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS:

a. Prior to execution of this Agreement, Grantee must disclose in a written statement to Commerce's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving Grantee (and each subcontractor of Grantee). Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence.

b. This duty of disclosure applies to Grantee's or Grantee's subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

c. Grantee shall promptly notify Commerce's Agreement Manager of any Proceeding relating to or affecting Grantee's or Grantee's subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform this Agreement, then upon Commerce's request, Grantee shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform this Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

14. ASSIGNMENTS AND SUBCONTRACTS:

a. Grantee shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Any Grantee's attempted assignment of this Agreement or any of the rights hereunder in violation of this provision shall be void *ab initio*. Commerce 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 of same to Grantee.

b. Grantee shall be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If Commerce permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, Grantee shall formalize all such subcontracts in documents containing all provisions appropriate and necessary to ensure subcontractor's compliance with this Agreement and applicable state and federal law. Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under each subcontract. If the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with this Agreement. Grantee, at Grantee's expense, shall defend Commerce against all Grantee's subcontractors' claims of expenses or liabilities incurred under subcontracts.

c. If the Project is procured pursuant to Chapter 255, F.S., for construction services and at the time of competitive solicitation of the Project fifty percent (50%) or more of the cost of the Project is to be paid from state-appropriated funds, then the Grantee must comply with the requirements of sections 255.0991 and 255.0992, F.S.

d. Grantee shall only use properly trained persons who meet or exceed any specified training qualifications as employees, subcontractors, or agents performing work under this Agreement. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee's employees, subcontractors, or agents performing work under this Agreement shall comply with all Commerce security and administrative requirements detailed herein. Commerce may conduct, and Grantee shall cooperate with all security background checks or other assessments of Grantee's employees, subcontractors, or agents. Commerce may refuse access to or require replacement of any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with Commerce's security or administrative requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with this Agreement. For cause, Commerce may reject and bar any of Grantee's employees, subcontractors, or agents from any facility.

e. This Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida. The State of Florida may assign or transfer its rights, duties, or obligations under this Agreement to another governmental Grantee in the State of Florida.

f. In accordance with s. 287.0585, F.S., and unless otherwise agreed upon in writing between Grantee and subcontractor, Grantee shall pay each Grantee's subcontractor within seven working days of receiving Commerce's full or partial payments. Grantee's failure to comply with the immediately preceding sentence shall result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due.

g. Grantee shall provide to Commerce a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period and the project to date. This report shall include the names, addresses and compensation dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and shall be sent to Commerce's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 is available to provide information re:

qualified minorities. Commerce's Minority Coordinator can be reached at (850) 245-7471 to answer concerns and questions.

h. This Agreement is for the sole benefit of the Parties and their permitted successors and assigns and nothing herein expressed or implied shall give or be construed to give any person or entity, other than the Parties and such permitted successors and assigns, any legal or equitable rights hereunder.

15. NONEXPENDABLE PROPERTY:

a. For purposes of this Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature.)

b. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

c. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without Commerce's written permission; provided further that Grantee shall, at all times, follow Commerce's instructions regarding such disposition.

d. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.

e. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.

f. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Agreement budget.

g. Title (ownership) to all nonexpendable property acquired with funds from this Agreement shall be vested in Commerce and said property shall be transferred to Commerce upon completion or termination of this Agreement unless otherwise authorized in writing by Commerce.

16. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY: In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant Commerce a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

17. INFORMATION RESOURCE ACQUISITION: Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software, as both terms are defined in Commerce Policy Number 5.01, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the Commerce Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

18. INSURANCE: During this Agreement, including the initial Agreement term, renewal(s), and extensions, Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement and further described below. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void this Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests re: additional appropriate and necessary insurance coverage. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

a. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) calendar days of the Effective Date, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. If an insurer cancels any applicable coverage for any reason, Grantee shall

immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage. The insurance certificate must name Commerce as an additional insured and identify Commerce's Agreement Number. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

b. Commerce shall not pay for any insurance policy deductible. The payment of each such deductible shall be Grantee's sole responsibility. Grantee shall obtain the following types of insurance policies.

1) Commercial General Liability Insurance: Unless Grantee is a state agency or subdivision as defined by s. 768.28(2), F.S., Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during this Agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

2) Workers' Compensation and Employer's Liability Insurance: Grantee, at all times during the term of this Agreement, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

3) Other Insurance: During the term of this Agreement, Grantee shall maintain any other insurance as required in Attachment 1, SCOPE OF WORK.

19. CONFIDENTIALITY AND SAFEGUARDING INFORMATION:

a. Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

b. Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

c. Except as necessary to fulfill the terms of this Agreement and with the written permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

d. Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.

e. If Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

f. Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

g. If a breach of security concerning confidential personal information involved with this Agreement occurs, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is

required under this section of the statute, Grantee shall provide that notification, but only after receipt of Commerce's written approval of the contents of the notice. For purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal information, as defined in s. 501.171, (1)(a), F.S. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

20. WARRANTY OF ABILITY TO PERFORM: Grantee warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Grantee's ability to satisfy its agreement obligations. Grantee shall immediately notify Commerce in writing if its ability to perform is compromised in any manner during the term of this Agreement.

21. PATENTS, COPYRIGHTS, AND ROYALTIES:

a. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

b. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

c. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

d. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a state university is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a state university shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

22. INDEPENDENT CONTRACTOR STATUS: In Grantee's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Grantee is at all times acting and performing as an independent contractor. Commerce shall neither have nor exercise any control or direction over the methods by which Grantee shall perform its work and functions other than as provided herein.

a. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

b. Except where Grantee is a state agency, Grantee, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall Grantee represent to others that, as Grantee, it has the authority to bind Commerce unless specifically authorized to do so.

c. Except where Grantee is a state agency, neither Grantee, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Agreement.

d. Grantee shall take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, joint venture,

or partner of the State of Florida.

e. Unless justified by Grantee, and agreed to by Commerce in Attachment 1, SCOPE OF WORK, Commerce will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to Grantee or its subcontractor or assignee.

f. Commerce shall not be responsible for withholding taxes with respect to Grantee's compensation hereunder. Grantee shall have no claim against Commerce for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Grantee shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

g. At all times during this Agreement, Grantee shall comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

23. ELECTRONIC FUNDS TRANSFER: Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Vendors/>. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, EFT shall make invoice payments.

24. MODIFICATION: If, in Commerce's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, Commerce may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement requested by the Grantee must be in writing and duly signed by all Parties in order to be enforceable.

25. TIME IS OF THE ESSENCE: Time is of the essence regarding Grantee's performance of obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Attachment 1, SCOPE OF WORK, and shall be strictly construed.

26. CONSTRUCTION; INTERPRETATION: The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all Exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "\$" shall mean United States dollars. The recitals of this Agreement are incorporated by reference and shall apply to the terms and provisions of this Agreement and the Parties. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

27. TERMINATION: Commerce may terminate this Agreement if:

- a. Commerce determines in its sole and absolute discretion that it is in the State's interest to do so.
- b. Grantee breaches any of its representations, warranties, covenants, or other obligations in this Agreement in any material respect.
- c. Grantee or any of its employees or agents commits fraud or willful misconduct in connection with this Agreement, the Proposal, or the transactions contemplated hereby and thereby.

d. Funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24-hour written notice to Grantee. Commerce shall be the final authority as to the availability of funds. If this Agreement is terminated pursuant to this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination.

e. Grantee institutes or consents to the institution of any bankruptcy or insolvency proceeding, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer is appointed without the application or consent of such person or entity and the appointment continues undischarged or unstayed for sixty (60) calendar days; or any bankruptcy or insolvency proceeding relating to Grantee or to all or any material part of its property is instituted without the consent of Grantee and Grantee fails to challenge such proceeding or such proceeding is challenged but continues undismissed or unstayed for sixty (60) calendar days, or an order for relief is entered in any such proceeding;

f. Grantee becomes unable to or admits in writing its inability to or fails generally to pay its debts as they become due, or any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of Grantee or Grantee otherwise becomes insolvent; or

g. A preponderance of evidence that Grantee is not proceeding with the Project, including, without limitation, a decision by Grantee not to proceed with the Project, including upon receipt by Commerce of Grantee's written request to terminate this Agreement (a. through g. collectively, the "Termination Events").

h. Notwithstanding anything in this Agreement to the contrary, if Commerce exercises its right to terminate this Agreement as the result of the occurrence of a Termination Event, any reimbursement payments that have not been disbursed to Grantee, including any payment that has been authorized and not yet disbursed, shall be immediately forfeited and Grantee shall return funds within thirty (30) days of the termination of this Agreement. All work in progress on Florida Department of Transportation right-of-way will become the property of the Florida Department of Transportation and will be turned over promptly by Grantee. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under this Agreement. Grantee shall not furnish any product after it receives the notice of termination, except as Commerce specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

28. DISPUTE RESOLUTION: Unless otherwise stated in Attachment 1, SCOPE OF WORK, Commerce shall decide disputes concerning the performance of this Agreement, and Commerce shall serve written notice of the decision to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with Commerce a petition for administrative hearing. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

29. INDEMNIFICATION: (NOTE: If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.)

a. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.

b. Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become

the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.

c. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

d. Grantee expressly assumes any and all liability for payment to its agents, employees, contractors, subcontractors, consultants, and subconsultants, as applicable, and shall indemnify and hold Commerce harmless from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any denial or reduction of any invoice submitted by Grantee to Commerce for reimbursement for costs under this Agreement where Commerce is imposing the financial consequences stated herein.

e. Grantee shall carry or cause its contractor/subcontractor/ consultant/subconsultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

f. Grantee shall 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 Florida Department of Commerce 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."

30. LIMITATION OF LIABILITY: For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the greater of \$100,000 or the dollar amount of this Agreement. This limitation shall not apply to claims arising under the INDEMNIFICATION Section of this Agreement. Unless otherwise specifically enumerated in this Agreement or in the purchase order, no Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless this Agreement or purchase order requires Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

31. PRESERVATION OF REMEDIES; SEVERABILITY; RIGHT TO SET-OFF: This Notwithstanding anything to the contrary within this agreement, nothing shall be deemed to limit or restrict the rights and remedies available to either party. The failure to insist upon strict performance of any term or condition of this agreement shall not be construed as a waiver or relinquishment of the right to assert or rely upon any such term or condition on any future occasion. All rights and remedies existing under this agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available. Any specific remedy provided in this agreement does not limit the other remedies available to the parties under this agreement, at law or in equity. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency. In the event that the Grantee has not met its obligations under this Agreement or in case of any breach of the terms and conditions by the Grantee, Commerce reserves the right to set-off, withhold, or deduct from any

amounts due or to become due to the Grantee under this Agreement or any other agreement between the parties. Such set-off rights may be exercised without notice to the Grantee. This right of set-off is in addition to, and not exclusive of, any other rights and remedies available to Commerce under this Agreement, at law or in equity.

32. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE: Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, if a delay results from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, the delay will not result in any additional charge or cost under this Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in this Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of this Agreement to Commerce or the State, in which case, Commerce may do any or all of the following: (1) accept allocated performance or deliveries from Grantee; provided, that Grantee grants preferential treatment to Commerce with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from this Agreement quantity; or (3) terminate this Agreement in whole or in part.

33. ATTORNEYS' FEES; EXPENSES: Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

34. ENTIRE AGREEMENT; AMENDMENT; WAIVER: This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. Excluding the specific provisions of Section 24, MODIFICATION, hereinabove allowing Commerce in Commerce's sole and absolute determination to make unilateral changes to this Agreement, no amendment will be effective unless reduced to writing and signed by an authorized officer of Grantee and the authorized agent of Commerce. No waiver by a Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

35. AUTHORITY OF GRANTEE’S SIGNATORY: Upon execution, Grantee shall return the executed copies of this Agreement in accordance with the instructions Commerce provided along with documentation confirming and certifying that the below signatory has authority to bind Grantee to this Agreement as of the date of execution. Such documentation may be in the form of a legal opinion from Grantee’s attorney, Grantee’s Certificate of Status, Grantee’s resolutions specifically authorizing the below signatory to execute this Agreement, Grantee’s certificates of incumbency, and any other reliable documentation demonstrating such authority, which shall be incorporated by reference into this Agreement. Commerce may, at its sole and absolute discretion, request additional documentation related to the below signatory’s authority to bind Grantee to this Agreement.

36. COUNTERPARTS: This Agreement and amendments to this Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

37. CONTACT INFORMATION AND NOTICES:

- a. Except as otherwise specifically provided in this Agreement, the contact information provided in accordance with this section shall be used by the Parties for all communications under this Agreement. Where the term “written notice” is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.
- b. If any information provided herein changes, including the designation of a new Agreement Manager, after the execution of this Agreement, the Party making such change will notify all other Parties in writing of such change. Such changes shall not require a formal amendment to this Agreement.

Grantee’s Payee:

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
321-433-8710
jwalsh@cocoafl.org

Grantee’s Agreement Manager:

John Perrin
351 Shearer Blvd
Cocoa, FL 32922
321 433-8793
jperrin@cocoafl.org

Commerce’s Agreement Manager:

Chris Weller
107 E. Madison St.
Tallahassee, FL 32399
850-717-8962
Christopher.Weller@commerce.fl.gov

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and, in all attachments, and exhibits attached hereto and incorporated herein, the Parties' duly authorized officials sign this Agreement and represent and warrant that they understand the Agreement and Attachments' terms and conditions as of the Effective Date.

DEPARTMENT OF COMMERCE

By Jason Mahon
Signature
Jason Mahon

Title Deputy Secretary

Date 10/29/2024

CITY OF COCOA

By Stockton Whitten
Signature
Stockton Whitten

Title City Manager

Date 8/7/2024

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF COMMERCE

By: Ryan Bourgoin

Approved Date: 10/21/2024

ATTACHMENT 1 SCOPE OF WORK

1. **PROJECT DESCRIPTION:** Section 288.980(5), Florida Statutes (“F.S.”), established the Florida Defense Infrastructure Grant Program (the “Program”) to support local infrastructure projects deemed to have a positive impact on the military value of installations within the state. Funds provided pursuant to this Agreement must be used to support the state or local community and the military installation. Projects that relate to encroachment, construction, transportation and access, utilities, communications, housing, environment, and security are eligible to receive funding under this program. The Grantee must represent a local government with a military installation or installations that could be adversely affected by federal actions. The State Fiscal Year 2023-2024 funding for the grant is provided by the 2023 General Appropriations Act in line-item number 2362, Grants and Aids to Local Governments and Non-state Entities-Fixed Capital Outlay Space, Defense, and Rural Infrastructure.

The City of Cocoa is home to Patrick Space Force Base (“PSFB”). The Grantee has been awarded \$135,000.00, to provide match funding for a Department of Defense, Office of Local Defense Community Cooperation (OLDCC) potable water utility project designed to:

- a. Develop engineering design drawings for potable water redundancy to PSFB.
- b. Address future climate conditions.
- c. Attain applicable local, state, and federal permits.

The project will ultimately provide potable water utility resiliency in support of PSFB and private commercial and governmental space launches.

2. **GRANTEE’S RESPONSIBILITIES:** Grantee shall, in addition to all other requirements set forth in the Agreement and this Scope of Work, perform the following activities:

- a. **ENGINEERING DESIGN PLANS AND SPECIFICATIONS:**

- 1) Grantee shall provide to Commerce’s Agreement Manager one copy of the final signed and sealed design plans, signed and sealed specifications.
- 2) Grantee is responsible for the preparation of all design plans for the Project. Grantee shall hire a qualified consultant for the design phase of the Project using Grantee’s normal procurement procedures to perform the design services for the Project.
- 3) Grantee shall undertake the planning, design of the project in accordance with all applicable federal, state, and local statutes, rules, and regulations, including any other applicable standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all designs for the Project meets the minimum construction standards established by Grantee.

- b. **APPROVAL PERMITS:**

- 1) Obtain any local or state permits required for the project, including any necessary permits from the Florida Department of Environmental Protection, the Florida Department of Transportation, and PSFB.

- c. **REPORTING AND DOCUMENTATION:**

Grantee shall submit the following to Commerce as proof of completion:

- 1) A report summarizing the feasibility study and conceptual design, including identifying the potential project sites, conducting site investigations, determining the project requirements, and developing a conceptual design for the project.
- 2) Detailed drawings and blueprints for the project based on the conceptual design to include detailed plans, elevations, sections, and details. Design plans shall be signed and sealed.
- 3) Site survey reports to gather the necessary data required for the design and construction of the project to include topographical surveys, boundary surveys, and utility surveys.

- 4) Bonding and insurance documentation to include identifying the necessary insurance coverage required, obtaining quotes from insurance providers, and securing the necessary bonding and insurance coverage.
- 5) Bidding documents for the project to include preparing the project specifications, developing the contract documents, purchase orders, consultant and/or engineer contracts, and identifying the scope of work required for the project.
- 6) local or state permits required for the project, including any necessary permits from the Florida Department of Environmental Protection, the Florida Department of Transportation, and PSFB.
- d. **MATCH REQUIREMENT:** It is the responsibility of the Grantee to provide a minimum thirty percent (30%), in the amount of \$40,500, as match for the Project, by the end of the Agreement period. Grantee shall provide a letter and supporting documentation to Commerce’s Agreement Manager which demonstrates that the Grantee met its match requirements, including, but not necessarily limited to, the source of the contribution; the amount of each contribution and provide a summary of all match contributions. Commerce reserves the right to request any additional documentation Commerce deems necessary to support the Grantee’s claim that it has met the match requirement. Commerce shall retain five percent (5%) of the total grant award as a financial consequence if Grantee fails to provide proof of match funds.

1) **Contribution Types:** For this purpose, the matching funds may consist of the following types:

a) **Cash Contributions:** These contributions may include cash contributions from the Grantee, cash contributions from outside sources that are directly applied to the Project, or cash outlays to directly support the Project through acquiring materials and supplies, buying equipment, paying for staff time used to work on the Project, and paying expenses such as travel, telephone, postage, or printing.

b) **In-Kind Contributions:** These contributions may include the reasonable value of the partial use of equipment, software, or staff from other divisions of the Grantee or from participating partners; the reasonable rental value of office space; or in-kind contributions from part-time or full-time personnel from other organizations that dedicate a certain percentage of their time to the Project, the value of which is calculated based on their regular hourly rate; or volunteers who work on the Project. If volunteers work outside of business hours, or do not have a regular hourly rate, the value of volunteer time shall be deemed not to exceed forty dollars (\$40.00) per hour.
- 2) **Remedies for Failure to Meet the Match Requirement:** It is the Grantee’s responsibility to provide proof of the match with the final invoice. If the Grantee fails to provide, by the end of the agreement period, sufficient evidence to Commerce that the match requirement was secured, Commerce may exercise one or more of the following remedies: 1) Reduction of the final payment owed to the Grantee; or 2) Potential disqualification of Grantee for receiving future grant awards.

3. **DELIVERABLES:** Grantee shall provide the following services as specified:

Deliverable No. 1: Engineering Design Plans and Specifications		
Tasks	Minimum Level of Service	Financial Consequences
Grantee shall complete final engineering design plans and specifications as detailed in Section 2.a of this Scope of Work on or before June 30, 2026.	Grantee may request reimbursement upon the completion of engineering design plans and specifications activities in accordance with Section 2.a. of this Scope of Work as evidenced by a submission of the following: 1) Provide a copy of the executed agreement with OLDCC; 2) Copies of all reports and documentation in accordance with Section 2.c.(1)-5)) of this Scope of Work.	Failure to meet the Minimum Level of Service shall result in non-payment for this task.

	3) Invoice package and travel documentation as defined in Section 5 of this Scope of Work.	
DELIVERABLE NOT TO EXCEED: \$125,000.00		
Deliverable No. 2: Permitting Documents		
Tasks	Minimum Level of Service	Financial Consequences
Grantee shall complete design, engineering, permit and construction activities as detailed in Section 2.b of this Scope of Work on or before June 30, 2026.	Grantee may request reimbursement upon the completion of construction activities in accordance with Section 2.c. 6) of this Scope of Work as evidenced by a submission of the following: 1) Copies of all permitting approval letters. 2) Invoice package and travel documentation as defined in Section 5 of this Scope of Work.	Failure to meet the Minimum Level of Service shall result in non-payment for this task.
DELIVERABLE NOT TO EXCEED: \$10,000.00		
TOTAL AMOUNT NOT TO EXCEED: \$135,000.00		

COST SHIFTING: The amount specified for deliverables specified within the Deliverables section above are established based on the Parties' estimation of the necessary services to fulfill the grant purposes under the Agreement. The estimation is used to designate payment points during the Agreement Period. However, this does not restrict Commerce's ability to approve and reimburse allowable costs incurred by the Grantee in providing the deliverables. Prior written approval from Commerce's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **ten percent (10%)** of each deliverable total funding amount. Changes that exceed **ten percent (10%)** of each deliverable total funding amount will require a formal written amendment, as described in Section 24, of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this agreement.

4. REPORTING:

- a. Quarterly: Grantee shall report on a quarterly basis all progress relating to the tasks identified in Sections 2 and 4. Quarterly reports are due to Commerce no later than **15** business days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each task identified in Section 4 and the current status of the return on investment identified in Section 2.c. The summary shall also include any issues or events occurring which affect the ability of Grantee to meet the terms of this Agreement. Reports may be submitted upon completion of milestones or other contracted deliverables. If all required reports and other required documentation are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are properly completed or otherwise allowable by law.

Each quarterly report shall include, but not be limited to, the following:

- 1) A detailed summary of the project progress.
 - 2) Percentage of completion of each task and deliverable identified in Attachment 1, SCOPE OF WORK.
 - 3) Before, during, and after photographs of the project progress including date stamps and GPS coordinates.
 - 4) Maps of the construction site(s) and easement purchase(s); and
 - 5) If applicable, itemized invoices, travel receipts, proof of payment, and any additional supporting documentation.
- b. Minority and Service-Disabled Veteran Business Enterprise Report: Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the

participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Minority Coordinator can be reached at (850) 245-7471 to answer concerns and questions.

- c. **Close-out Report:** No later than 60 calendar days after this Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work. Grantee must ensure that all funds have been requested and paid before submitting the final close-out report. Funds not requested before the final close-out information is submitted will not be available for reimbursement.

5. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: Commerce shall pay Grantee in accordance with the following schedule and in the amount identified per deliverable in Section 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section 8 of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures (<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>).

- a. Grantee shall provide at least one invoice per quarter for all services rendered during the applicable period of time. If no funds are being requested, the invoice must state "No funds are requested at this time" and the quarter report shall contain a statement of reasoning for not requesting funds. In the event Grantee has outstanding quarter reports upon submission of a reimbursement request, Grantee shall submit all outstanding reports to Commerce with the reimbursement request. Commerce has the right, in its sole discretion, to withhold Grantee payment until all outstanding reports are received.
- b. The following documents shall be submitted with the itemized invoice:
 - 1) A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 4, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid; and (4) were incurred during this Agreement.
 - 2) Grantee's invoices, Exhibit 3 of Attachment 1, shall include the date, period in which work was performed, total amount of reimbursement, itemization of costs requesting reimbursement per deliverable, corresponding check number or payment confirmation number specific to payment, and work completed to date.
 - 3) An updated Financial Report, Exhibit 2 to Attachment 1, including all required current information.
 - 4) Deliverables report of the project in progress and completed work.
 - 5) A copy of all supporting documentation for vendor payments, travel in accordance with s. 112.061, F.S., and other allowable expenses specific to the project and costs requesting reimbursement.
 - 6) A copy of one of the following as proof of payment: the bank statement, the cancelled check, or payment receipt/confirmation with payment request. If proof of payment is not received within 15 days of the initial date of the reimbursement request, the reimbursement request will be rejected in SERA and returned to the Grantee for resubmission along with proof of payment documentation. If Commerce returns more than three (3) reimbursement requests during the grant period, it may affect the Grantee's eligibility for future awards.
 - 7) The most recent quarter report, Exhibit 1 to Attachment 1, including all required information. Grantees should be aware that thoroughness and accuracy of their progress reports are very important. If a Grantee consistently fails to timely submit, or submits progress reports that are incomplete, uninformative, or otherwise unacceptable, then these actions can result in the withholding of a reimbursement request until all reports are received or corrected. If reimbursement is being requested and previous Quarterly Reports are outstanding, Grantee shall submit all outstanding reports to Commerce with the reimbursement request. Commerce has the right, in its sole discretion, to withhold payment until all outstanding reports are received.
- c. The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under this Agreement.
- d. All documentation necessary to support payment requests must be submitted with Grantee's invoice for Commerce's review.
- e. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as

those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.

- 1) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
 - 2) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.
- f. Grantee's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the Agreement.

6. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY

PERFORM: Failure to complete the deliverables and/or tasks in accordance with the requirements of this Agreement, and in particular, as specified above in Section 4, Deliverables, will result in Commerce's assessment of the specified financial consequences. If appropriate, should the Parties agree in writing to a corrective action plan in lieu of the immediate imposition of financial consequences, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect Commerce's rights under this Agreement, at law, or in equity, including but not limited to, Commerce's right to terminate this Agreement as provided elsewhere in this Agreement. Grantee's payment of imposed financial consequences shall be in accordance with applicable provisions of this Agreement, and this Scope of Work.

7. NOTIFICATION OF INSTANCES OF FRAUD: Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors, or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within twenty-four (24) chronological hours.

8. GRANTEE'S RESPONSIBILITIES UPON TERMINATION: If Commerce issues a Notice of Termination to Grantee, except as otherwise specified by Commerce in that notice, Grantee shall: (1) stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work as shall not have been terminated by Commerce; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

9. NON-DISCRIMINATION: Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, gender, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

10. ADVANCE PAYMENT: The Grantee is allowed to request an advance amount of Agreement funding to ensure timely payment of costs. This advance shall not exceed twenty-five percent (25%) of the total Agreement amount. However, any advance payment under this Agreement is subject to s. 216.181(16), F.S. To ensure compliance with this statutory requirement:

- a. A financial reconciliation of the advance will be conducted when seventy-five percent (75%) of the grant award has been paid or at the beginning of the fourth quarter, whichever occurs sooner. Commerce will compare the advance amount received by the Grantee with the total to date expended amount on the most current Financial Report Form submitted by the Grantee.
- b. Reconciliation of the advance will ensure an overpayment of the grant is not made.
- c. Grantee shall maintain a separate account in a Florida banking institution for advance payment funds provided under this agreement. Grantee shall provide to Commerce's Agreement Manager the account

number(s) of all such account and shall also provide all other information regarding the account(s) as Commerce's Agreement Manager requests. If the separate account is interest bearing, Grantee shall return to Commerce all interest income derived from the interest-bearing account within thirty (30) days of expenditure of all advance funds. Grantee shall remit such amounts in the form of checks payable to Commerce and mail the checks to Commerce's Agreement Manager at the address provided in Section 37, of this Agreement. The payments shall be accompanied by:

- 1) A statement that identifies the purpose of the payment and this Agreement's number, the amount of interest earned by the deposits, the name of the depository(ies), and interest rate(s), and
 - 2) Copies of all bank or investment statements and computational worksheets.
- d. Grantee's performance and compliance to the advance expenditure requirement during the term of this Agreement will be taken into consideration for any advances requested in future agreements.

11. DISPOSITION OF PROJECT PROPERTY:

- a. Pursuant to the NONEXPENDABLE PROPERTY Section of this Agreement, upon termination of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee, Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.
- b. Grantee shall provide advance written notification to Commerce, if Grantee proposes to take any action that will impact Grantee's ownership of this Agreement property or modify the use of this Agreement property from the purposes authorized herein. If either of these situations arise, Commerce shall have the right, in Commerce's sole discretion, to demand that Grantee reimburse Commerce for part or all the funding provided to Grantee under this Agreement.
- c. Upon termination of this Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following:
 - 1) Grantee is authorized to retain ownership of the improvements to real property so long as: (a) Grantee is not sold, merged or acquired; (b) the real property subject to the improvements is owned by Grantee; and (c) the real property subject to the improvements is used for the purposes provided in this Agreement.
 - 2) If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated above, Grantee shall notify Commerce in writing of the circumstances that will result in the deficiency upon learning of it, but no later than thirty (30) calendar days prior to the deficiency occurring. In such event, Commerce shall have the right, within its sole discretion, to demand reimbursement of part or all the funding provided to Grantee under this Agreement.

End of Attachment 1 (SCOPE OF WORK)

EXHIBIT 1 TO ATTACHMENT 1
QUARTERLY REPORT

Instructions for Content and Format of Progress Reports:

Pursuant to Attachment 1, Scope of Work, a Quarterly Progress Report shall be completed by the Grantee and submitted through SERA each quarter. Responses should be complete, even if concise. The information requests included in this report are necessary to keep informed of the project’s progress. This Report Template shall not be modified other than to add the necessary information to the requests. If a section of this report is not applicable, simply respond “N/A”.

Quarterly progress reports should be submitted no later than 15 business days after the close of each quarter of the Agreement term.

Grantee Name:
Agreement Number:
Progress Report # ____ of ____
Reporting Period ____ to ____
Submittal Date ____
End Date of the Agreement ____

1. Was a Minority or Service-Disabled Veteran Business used in this Project as noted in Section 14, of this Agreement. If yes, please provide the Minority and Service-Disabled Veteran Business Report as noted in Attachment 1, Scope of Work, Section 5, Reporting.

____ yes ____ no

2. **Summary of Deliverables**
(Provide the complete list of Deliverables as contained in the Scope of Work using the table format below. Please use **BOLD text** to indicate when actual dates differ from the associated planned date.

Deliverable Name	Start Date		Completion Date		Status (% completed)
	Planned	Actual	Planned	Actual	
Total					

Progress Report Narrative

1. **Overall Project Status:**
(Provide a summary of the status of the project and list any challenges facing the project and how you plan to address them. Identify any potential agreement changes (e.g., no-cost time extension, budget updates, or schedule changes, cost shifts, etc.) that may be required to address the challenges. Identify any assistance Commerce may be able to provide to assist in resolving the challenge(s).)
2. **Summary of Activities:**
(Summarize, in a bulleted list, significant project activities and/or accomplishments. Relate these activities and accomplishments to a Deliverable or task listed in the Scope of Work and describe why it is valuable to that deliverable or task.)
3. **Meeting and Event Summary:**
(A response is required for each item below for each itemized travel expense, included in the quarterly invoice, related to an attended meeting or event.)

- a. Meeting/Event Type: (Please select one of the following)
Conference _____ Convention _____ Summit _____ Forum _____
Air Show _____ Business Meeting _____ Board Meeting _____
Other _____
- b. Who, from your organization, attended the event and what is their title?
- c. What was the purpose of this meeting or event?
- d. Did your organization provide any meeting materials at this event? If so, please describe.
- e. What knowledge did you obtain?
- f. How does your attendance at this event benefit your local community, installation, and taxpayers?

4. What is Expected to be Accomplished During the Next Reporting Period?

(Include a list of significant project activities and/or accomplishments you expect to start and/or complete in the next quarter. Relate these activities and accomplishments to a Deliverable or task listed in the Scope of Work.)

End of Exhibit 1 to Attachment 1

EXHIBIT 2 TO ATTACHMENT 1

FINANCIAL REPORT
2023-2026 DEFENSE INFRASTRUCTURE GRANT PROGRAM

(Provide the required information in the table below. The purpose of this table is to help the Grantee and Commerce ensure that project funds and match share are being spent at the expected rate and to assist with payment record keeping.)

Is this the final invoice and report for this Agreement? _____ Yes _____ No

Grantee:		Agreement No.:		Report Date:		Report Number:	
Grant Period Ending:	☐ September 30 (Q 1)	☐ December 31 (Q 2)	☐ March 31 (Q 3)	☐ June 30 (Q 4)	Year:		

Budget Category	Budget			State Funded Program Expenditures		Remaining Balance	
	Award Allocation	Spent to Date	Match Share	Approved Invoices to Date	Outstanding Invoices	State Funding	Match Share
Deliverable 1							
Task 1:	\$	\$	\$	\$	\$	\$	\$
Task 2:	\$	\$	\$	\$	\$	\$	\$
Deliverable 2							
Task 1:	\$	\$	\$	\$	\$	\$	\$
Task 2:	\$	\$	\$	\$	\$	\$	\$
Deliverable 3							
Task 1:	\$	\$	\$	\$	\$	\$	\$
Task 2:	\$	\$	\$	\$	\$	\$	\$
Grand Totals:	\$	\$	\$	\$	\$	\$	\$
Agreement Execution Date							
Agreement End Date							
% of Agreement Term Completed to Date							

- End of Exhibit 2 to Attachment 1 -

EXHIBIT 3 TO ATTACHMENT 1
GRANTEE INVOICE

This invoice is a summary of all the costs that you are claiming currently. If the costs encompass multiple deliverables, delineate the costs for each of the deliverables separately.

Grantee Name:_____

Street Address:_____

City, State & Zip Code:_____

Contact Name:_____

Contact Phone:_____

Agreement Number:_____

Invoice Number:_____

Dates of Service:_____

FEIN:_____

Contact Email:_____

To: Florida Department of Commerce
107 East Madison Street
Tallahassee, FL 32399
ATTN: Cory Strickland

Deliverable and/or Task Number: (Ex.: Deliverable 1/Task 1)			
Payee Name:	Payee Invoice Number:	Payment Confirmation or Check Number:	Amount
Deliverable and/or Task Number:			
Deliverable and/or Task Number:			
Total			

I certify, by evidence of my signature below, the above information is true and correct, and accurately reflects the terms and conditions of the executed contract. I understand that the office of the State Chief Financial Officer reserves the right to require additional documentation and/or to conduct post-audits of any agreements.

Name (printed)

Date

Signature

Title

ATTACHMENT 2 AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

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

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government, or a nonprofit organization as defined in 2 CFR 200.1.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded to the Grantee through Commerce under this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded to the Grantee through Commerce under this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

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

N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.1 and 200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

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

- a. Commerce at each of the following addresses:

Electronic copies (preferred):
Audit@commerce.fl.gov

or Paper (hard copy):
 Department of Commerce
 MSC # 75, Caldwell Building
 107 East Madison Street
 Tallahassee, FL 32399-4126

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

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

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

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred):
Audit@commerce.fl.gov

or Paper (hard copy):
 Department of Commerce
 MSC # 75, Caldwell Building
 107 East Madison Street
 Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted to Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance

with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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EXHIBIT 1 TO ATTACHMENT 2**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:****SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

State Project FLORIDA DEPARTMENT OF COMMERCE, CSFA 40.040, BUSINESS DEVELOPMENT
PROJECTS - **\$500,000.00**

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

1. The grantee shall perform the obligations as set forth in this Agreement, including any attachments and exhibits thereto.
2. Commerce will provide funds to the Grantee by issuing one or more Notices of Fund Availability (“NFA”) through Commerce’s Subrecipient Enterprise Resource Application (“SERA”). **Each NFA will include specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. The Subrecipient shall be governed by all applicable laws, rules, and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient’s NFA. The Subrecipient shall comply with all terms contained within an NFA as a condition precedent to the receipt of funds and as an ongoing condition to the use and expenditure of the funds.**
3. Activities are limited to those in the Scope of Work.

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

NOTE: 2 CFR 200.331, as revised, and s. 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

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ATTACHMENT 3 AUDIT COMPLIANCE CERTIFICATION

Grantee Name: _____
 FEIN: _____ Grantee's Fiscal Year: _____
 Contact Person Name and Phone Number: _____
 Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Commerce (Commerce)? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative

ATTACHMENT 4
MINORITY AND SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE FORM

(Company Name, Street Address, City & Zip Code)

Commerce Contract Number:

Commerce Project Name:

Contract Amount

\$0.00

MBE Participation Amount: MBE Percentage

\$0.00

DV Participation Amount: DV Percentage

\$0.00

Contract Vendor Invoice #

Date (mm dd, yyyy)

MINORITY BUSINESS ENTERPRISE (MBE)

** Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

** Minority Business Enterprise	Description	** MBE Status	State Certified MBE (Yes or No)	MBE Contract \$ Amount	\$ Amount this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				\$-	\$-	\$-	\$-	
				\$-	\$-	\$-	\$-	
				\$-	\$-	\$-	\$-	
				\$-	\$-	\$-	\$-	
TOTALS				\$-	\$-	\$-	\$-	
							\$-	

** Certified MBE: H - African American I - Hispanic J - Asian/Hawaiian K - Native American M - American Women

** Non-Certified MBE: N - African American O - Hispanic P - Asian/Hawaiian Q - Native American R - American Women

FLORIDA VETERAN BUSINESS ENTERPRISE (VBE)

* Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

* Florida Veteran Business Enterprise	Description	* V Status	State Certified V Business (Yes or No)	V Contract \$ Amount	\$ Amount this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				\$-	\$-	\$-	\$-	
				\$-	\$-	\$-	\$-	
				\$-	\$-	\$-	\$-	
				\$-	\$-	\$-	\$-	
TOTALS				\$-	\$-	\$-	\$-	
							\$-	

* Certified V: W - Veteran Business * Non-Certified V: Y - Veteran Business

INCLUDE THIS FORM WITH YOUR INVOICE

Attachment 5
ENGINEERS CERTIFICATION OF COMPLIANCE

NOTICE OF COMPLETION

FLORIDA DEFENSE INFRASTRUCTURE GRANT AGREEMENT
Between
THE FLORIDA DEPARTMENT OF COMMERCE
and _____

PROJECT DESCRIPTION:

Commerce Agreement
No. _____

In accordance with the Terms and Conditions of the Florida Defense Infrastructure Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20____.

By: _____
Name: _____
Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Florida Defense Infrastructure Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, Grantee shall furnish Commerce a set of "as-built" plans certified by the Engineer of Record/CEI.

SEAL:

By: _____, P.E.
Name: _____
Date: _____

CITY COUNCIL AGENDA ITEM

Memo Date: February 6, 2025
Agenda Date: February 25, 2025
File ID: 2025-127
Prepared By: Lucilene Ribeiro, Planner
Through: Stockton Whitten, City Manager
Requested Action:

Request to APPROVE the Final Subdivision Plat for one (1) parcel of real property totaling approximately 15.74 acres, to be subdivided into two (2) lots (Lots 1A and 1B), known as Cirrus Subdivision and a commercial outparcel. This request is consistent with Chapter 18 (Subdivisions) and Appendix A (Zoning) of the City Code and is subject to the following conditions:

-The final plat shall be recorded with the Clerk of the Circuit Court of Brevard County within 30 days of City Council approval.

BACKGROUND:

The subject property is generally located on State Road 524, directly south of State Road 528 and west of Industry Road in Cocoa, Florida. The property is further described by the Property Appraiser as Tax Parcel ID Number: 24-36-18-27-*-1.

The Cirrus development was initially approved as a Planned Unit Development (PUD) in 2021 per Ordinance 03-2021 consisting of 280 multi-family dwelling units on 13.4 acres (Multi-Family Parcel) and 2.25-acres for commercial use (Commercial Parcel).

On March 22, 2021, the Cirrus Mixed Use Development Agreement was recorded, further memorializing the intent for commercial outparcels along SR 524 as "Phase 2" of the project, with the 280 multi-family apartments described as "Phase 1". Concurrently, a Final PUD/Preliminary Subdivision/Site Plan was issued by the City in March 2021 for development of the multi-family component.

PROJECT INFORMATION:

The Applicant formally submitted the Cirrus Subdivision Final Plat Application in July 2024. The Applicant intends to subdivide Parcel 24-36-18-27-*-1 into two (2) lots, shown as Lots 1A and 1B on the plat to allow for future development of the commercial uses authorized by the PUD and Development Agreement.

Proposed Lot 1B is a 2.25-acre commercial outparcel. The balance of the site is shown as Tract 1A, containing the 13.49-acre parent parcel under development for the 280

apartment units. The plat also describes several utility and access easements that bisect the property.

Future Land Use Designation: Commercial

Zoning District: PUD (Planned Unit Development)

Existing Land Use: Multi-Family & Vacant Commercial

Council District: District 3 – Councilmember Mathew Barringer

Legal Ad Date: February 13, 2025

Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses
North	Industrial (City)	Manufacturing and Industrial (City)	Right-of-way (SR 528); Industrial
South	Neighborhood Commercial (City)	Neighborhood Commercial (City)	Right-of-way (SR 528); Commercial
East	Commercial (City)	General Commercial (City)	Commercial
West	Medium Density Residential (City)	PUD (City)	Single-Family Residential

Final Subdivision Analysis

Consistency with Code of the City of Cocoa

The submitted final plat has been reviewed by the Planning & Zoning and City Staff, the Assistant City Attorney, and Southern Surveying on behalf of the City for consistency with Chapter 18 Subdivisions of the City of Cocoa Code and with Appendix A Zoning of the City of Cocoa Code and found to be in substantial compliance.

The proposed lot sizes and dimensions are consistent with the PUD, Development Agreement and Site Plan. Minimum setbacks and distance separation between structures will be addressed when a building permit is applied for.

The City's surveyor has approved the final plat and has no further comments.

Consistency with Comprehensive Plan Policies and Objectives

Policy 1.1.2.9: Commercial areas are intended to be areas that serve several neighborhoods, sub-regional and regional areas and provide an array of retail, personal and professional uses. The following criteria shall be used for determining appropriate locations for commercial land use designations on the future land use map.

Objective 1.1.9: Sustainability/Energy Efficiency. The City shall aim at achieving a sustainable/energy efficient environment by minimizing the emission of greenhouse gases and reducing the vehicle miles traveled.

Policy 1.1.10.3: Innovative land use development patterns, including PUDs and Cluster Zoning, shall be permitted and encouraged in appropriate areas, as defined in the land development regulations.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planned Unit Development zoning district, Final PUD/Preliminary Subdivision/Large-Scale Site Plan for the multifamily portion of the project was approved per Ordinance 03-2021 on February 23, 2021.

The Development Agreement was approved and recorded on March 22, 2021, per OR Book 9059, Pages 149-165.

RECOMMENDED MOTION:

CIRRUS

BEING A RE-PLAT OF LOT 1, HOME DEPOT COCOA ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGE 87, PUBLIC RECORDS BREVARD COUNTY FLORIDA, LYING IN SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA

SYMBOL LEGEND

- PERMANENT REFERENCE MONUMENT (PRM); FD 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4905, UNLESS OTHERWISE NOTED
- SET 5/8" IRON ROD & CAP STAMPED "PRM LB4905" UNLESS OTHERWISE NOTED
- SET MAG NAIL & DISK STAMPED "PRM LB4905" UNLESS OTHERWISE NOTED

ABBREVIATIONS

- MINUTES/FEET
- SECONDS/INCHES
- DEGREES
- NOT RADIAL
- ACRES
- ARC LENGTH
- BEGINNING OF CURVE
- CHORD BEARING
- CHORD LENGTH
- CONCRETE MONUMENT
- CENTRAL/DELTA ANGLE
- PRIVATE DRAINAGE EASEMENT
- END OF CURVE
- EASEMENT
- FOUND
- FLORIDA DEPARTMENT OF TRANSPORTATION
- FOOT/FEET
- LICENSED BUSINESS
- NOT TO SCALE
- OFFICIAL RECORDS BOOK
- PLAT BOOK
- PERMANENT CONTROL POINT
- PARKER-KALEN NAIL AND DISK
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- POINT OF REVERSE CURVATURE
- PAGE(S)
- RADIUS
- RIGHT-OF-WAY

PLAT NOTES

- BEARING REFERENCE: ASSUMED BEARING OF N00°30'56"E ON THE WEST LINE OF LOT 1, HOME DEPOT COCOA AS RECORDED IN PLAT BOOK 57, PAGE 87, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
- SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTES, CHAPTER 177.091(9).
- ALL PLATTED PUBLIC UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- THE LANDS PLATTED HEREON ARE SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN EASEMENT IN FAVOR OF FLORIDA GAS TRANSMISSION COMPANY AS REFERENCED IN FINAL JUDGMENT RECORDED IN OFFICIAL RECORDS BOOK 599, PAGE 315, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
- THE LANDS PLATTED HEREON ARE SUBJECT TO THE TERMS, COVENANTS, CONDITIONS, EASEMENTS, RESTRICTIONS AND OTHER PROVISIONS SET FORTH IN DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS BY INTERCHANGE ASSOCIATES, INC., A DELAWARE CORPORATION, RECORDED IN OFFICIAL RECORDS BOOK 3299, PAGE 3156, AS AMENDED IN OFFICIAL RECORDS BOOK 9278, PAGE 638, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
- THE 36.00 FOOT WIDE SHARED ACCESS EASEMENT SHOWN ON LOT 1B IS HEREBY DEDICATED TO THE OWNER OF LOT 1A, ITS SUCCESSORS AND/OR ASSIGNS, FOR VEHICULAR AND PEDESTRIAN ACCESS. THIS EASEMENT SHALL BE MAINTAINED BY THE OWNER OF LOT 1A, ITS SUCCESSORS AND/OR ASSIGNS.
- THE LANDS PLATTED HEREON ARE SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN TWENTY (20) FOOT WIDE REUSE MAIN AND INGRESS/EGRESS EASEMENT IN FAVOR OF THE CITY OF COCOA SET FORTH IN REUSE MAIN AND WATER LINE & INGRESS/EGRESS EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 3372, PAGE 4481. NOTE: THE TWENTY (20) FOOT WIDE WATER LINE AND INGRESS/EGRESS EASEMENT WHICH WAS ALSO GRANTED IN SAID INSTRUMENT WAS VACATED BY RESOLUTION NO. 2005-65 RECORDED IN OFFICIAL RECORDS BOOK 5510, PAGE 2725, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
- THE LANDS PLATTED HEREON ARE SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN TWENTY (20) FOOT WIDE EASEMENT FOR SANITARY SEWER FORCE MAIN AND A TWENTY (20) FOOT WIDE EASEMENT FOR SANITARY SEWER LINE IN FAVOR OF THE CITY OF COCOA SET FORTH IN FORCE MAIN AND SEWER LINE & INGRESS/EGRESS EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 3372, PAGE 4486. NOTE: A PORTION OF SAID EASEMENT(S) WAS/WERE VACATED BY RESOLUTION NO. 2005-100 RECORDED IN OFFICIAL RECORDS BOOK 5557, PAGE 4594, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
- THE LANDS PLATTED HEREON ARE SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN RIGHT OF WAY EASEMENT FROM INTERCHANGE ASSOCIATES, INC. IN FAVOR OF SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY RECORDED IN OFFICIAL RECORDS BOOK 3387, PAGE 3308, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
- COVENANT SET FORTH IN SHORT FORM LEASE BY AND BETWEEN INTERCHANGE ASSOCIATES, INC., LANDLORD, AND ECKERO CORPORATION, TENANT, RECORDED IN OFFICIAL RECORDS BOOK 3511, PAGE 710, AS ASSIGNED, MODIFIED, SUPPLEMENTED AND/OR AMENDED BY THE DOCUMENTS LISTED ON EXHIBIT A OF THAT CERTAIN INSTRUMENT BY AND BETWEEN CVS EGL 524 COCOA FL, L.L.C., SUCCESSOR IN INTEREST TO ECKERO CORPORATION, TENANT, RDI DEVELOPERS, LLC, SUCCESSOR IN INTEREST TO INTERCHANGE ASSOCIATES, INC., LANDLORD, ET AL, RECORDED IN OFFICIAL RECORDS BOOK 5583, PAGE 8287, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
- THE DRAINAGE, LANDSCAPE AND HARDSCAPE EASEMENT APPEARING ON SHEET 4 IS HEREBY DEDICATED BY THE OWNER OF LOT 1A, ITS SUCCESSORS AND/OR ASSIGNS, FOR THE USES AND PURPOSES OF STORMWATER DRAINAGE, LANDSCAPE AND HARDSCAPE FEATURES. THIS EASEMENT SHALL BE OWNED AND MAINTAINED BY THE OWNER OF LOT 1A, ITS SUCCESSORS AND/OR ASSIGNS.
- THE LANDS PLATTED HEREUNDER ARE SUBJECT TO THE TERMS AND PROVISIONS OF THE FOLLOWING, ALL BEING RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA: EASEMENT IN FAVOR OF FLORIDA GAS TRANSMISSION COMPANY AS REFERENCED IN FINAL JUDGMENT RECORDED IN OFFICIAL RECORDS BOOK 599, PAGE 315

RIGHT OF WAY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 3387, PAGE 3308.

SHOPPING CENTER EASEMENT AGREEMENT, RECORDED OCTOBER 31, 1995 IN OFFICIAL RECORD BOOK 3516, PAGE 4332.

PLAT OF HOME DEPOT COCOA, AS RECORDED IN PLAT BOOK 57, PAGES 87 THROUGH 93.

AMENDED AND RESTATED RESTRICTIVE COVENANTS AND EASEMENT AGREEMENT RECORDED OCTOBER 10, 2021 IN OFFICIAL RECORDS BOOK 9278, PAGE 638. (PLOTTABLE EASEMENTS FOUND WITHIN THE REFERENCED DOCUMENT ARE NOTED AND SHOWN HEREON. THERE ARE MULTIPLE BLANKET TYPE EASEMENTS REFERENCED IN THE DOCUMENT.)

GRANT OF EASEMENT RECORDED MAY 31, 2022, RECORDED IN OFFICIAL RECORDS BOOK 9519, PAGE 735.

EASEMENT RECORDED FEBRUARY 17, 2023, RECORDED IN OFFICIAL RECORDS BOOK 9720, PAGE 942.

UTILITY EASEMENT AGREEMENT RECORDED APRIL 17, 2024 IN OFFICIAL RECORDS BOOK 10040, PAGE 2521.

RESOLUTION 2024-034 RECORDED APRIL 17, 2024 IN OFFICIAL RECORDS BOOK 10040, PAGE 2535.

OTHER INFORMATION REGARDING SAID PROPERTY INCLUDES:
BILL OF SALE FOR ALL SEWER LINES, WATER MAINS AND APPURTENANCES RECORDED IN OFFICIAL RECORD BOOK 3372, PAGE 4491.

BILL OF SALE FOR ALL WATER LINES, WATER MAINS AND APPURTENANCES, RECORDED MARCH 7, 1994, IN OFFICIAL RECORD BOOK 3372, PAGE 4495.

SHORT FORM LEASE RECORDED IN OFFICIAL RECORDS BOOK 3511, PAGE 710.

RESTRICTIVE COVENANT, RECORDED OCTOBER 31, 1995 IN OFFICIAL RECORD BOOK 3516, PAGE 4342.

BILL OF SALE RECORDED APRIL 25, 2008 IN OFFICIAL RECORDS BOOK 5859, PAGE 8898.

RESTRICTIVE COVENANT SET FORTH IN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 7783, PAGE 2688.

CIRRUS MIXED-USE DEVELOPMENT AGREEMENT RECORDED MARCH 22, 2021 IN OFFICIAL RECORDS BOOK 9059, PAGE 149.

RESOLUTION NO. 2021-24 (APPROVING NAME FOR PRIVATE ROAD) RECORDED APRIL 19, 2021 IN OFFICIAL RECORDS BOOK 9091, PAGE 2385.

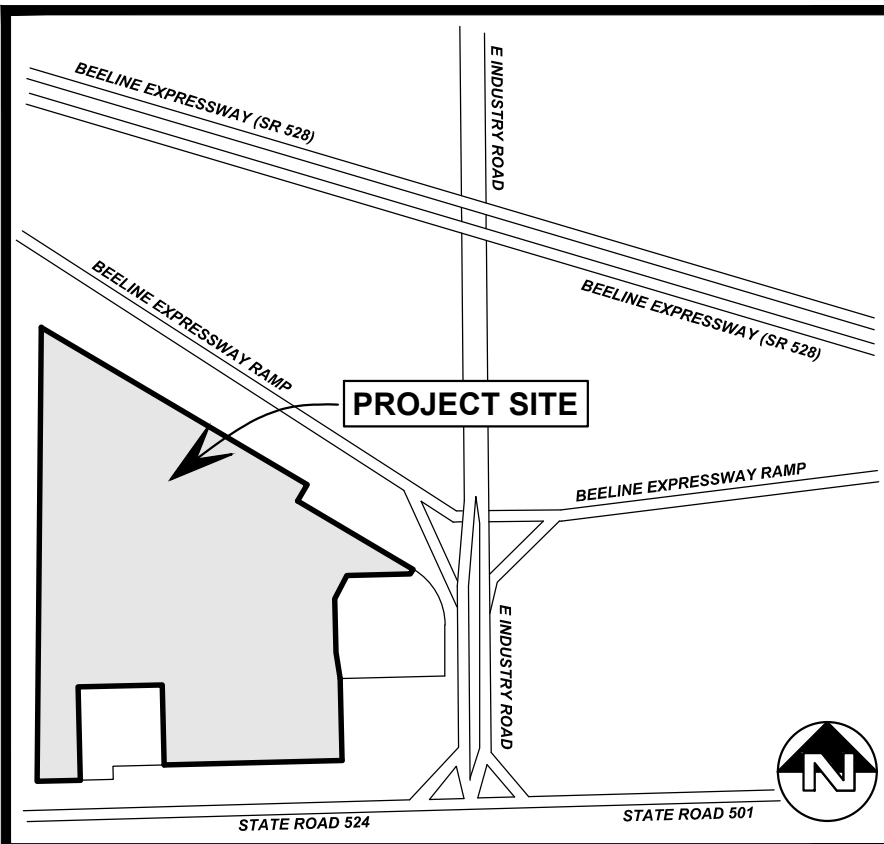
ORDINANCE NO. 06-2021 RECORDED APRIL 19, 2021 IN OFFICIAL RECORDS BOOK 9091, PAGE 2387.

ORDINANCE NO. 03-2021 (ZONING) RECORDED APRIL 19, 2021 IN OFFICIAL RECORDS BOOK 9091, PAGE 2391.

ENCROACHMENT AGREEMENT RECORDED JANUARY 13, 2022 IN OFFICIAL RECORDS BOOK 9383, PAGE 2217, AS AFFECTED BY AMENDMENT OF ENCROACHMENT AGREEMENT RECORDED AUGUST 01, 2023 IN OFFICIAL RECORDS BOOK 9851, PAGE 2867 AND AMENDMENT OF ENCROACHMENT AGREEMENT RECORDED SEPTEMBER 17, 2024 IN OFFICIAL RECORDS BOOK 10158, PAGE 2621.

2023 AD VALOREM TAXES ON SAID PROPERTY ARE PAID FOR TAX PARCEL I.D. NUMBER 2461795 AND 3025787.

13. FOR JOINDER IN DEDICATION SEE OFFICIAL RECORDS BOOK _____, PAGE _____, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.



CITY SEAL

CERTIFICATE OF APPROVAL OF MUNICIPALITY

THIS IS TO CERTIFY, That on _____, the foregoing plat was approved by the City Council of the City of Cocoa, Florida.

Michael C. Blake, MAYOR

ATTEST:
Monica Arsenault, CITY CLERK

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Part 1, Florida Statutes, and was filed for record on _____ at _____.

File No. _____

ATTEST:
Clerk of the Circuit Court in and for Brevard County, Fla.

PLAT BOOK _____, PAGE _____

SHEET 1 OF 5

SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST

DEDICATION

KNOW ALL MEN BY THESE PRESENTS CIRRUS APARTMENTS, LLC, a Florida Limited Liability Company, being the owner in fee simple of a portion of the lands described in

CIRRUS

Hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates to the public and the City of Cocoa, Florida, all easements shown hereon as public easements and a perpetual public easement over and across Lot 1A and Lot 1B for ingress and egress for law enforcement and emergency vehicles, mail and package delivery, solid waste/sanitation, and other similar governmental and quasi-governmental services.

By: _____
Printed Name: _____

Attest: _____
Printed Name: _____

Attest: _____
Printed Name: _____

CIRRUS APARTMENTS, LLC
1211 N. WESTSHORE BLVD
STE 801
TAMPA, FL 33607

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ by _____ of the above named corporation incorporated under the laws of State of Florida, on behalf of the company, who are personally known to me _____ or have produced _____ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

NOTARY PUBLIC
My Comm. Expires _____

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, COCOA RETAIL, LLC, a North Carolina Limited Liability Company, being the owner in fee simple of a portion of the lands described in

CIRRUS

Hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates all public drainage and utility easements as further described in the notes or as shown hereon. The owner hereby dedicates to the public and the City of Cocoa, Florida, all easements shown hereon as public easements and a perpetual public easement over and across Lot 1B for ingress and egress for law enforcement and emergency vehicles, emergency access and emergency maintenance.

By: _____
Printed Name: _____

Attest: _____
Printed Name: _____

Attest: _____
Printed Name: _____

COCOA RETAIL, LLC
1111 METROPOLITAN AVENUE
SUITE 700
CHARLOTTE, NORTH CAROLINA 28236

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ by _____ of the above named corporation incorporated under the laws of State of Florida, on behalf of the company, who are personally known to me _____ or have produced _____ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

NOTARY PUBLIC
My Comm. Expires _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed professional surveyor and mapper, does hereby certify that on 06/22/2020 he completed a boundary survey of the lands shown on the foregoing plat, and that said plat was prepared under his direction and supervision and that said plat complies with all of the survey requirements of Chapter 177, part 1, Florida Statutes, and that said lands are located in the City of Cocoa, Brevard County, Florida.

Registration Number 5611
LESLIE E. HOWARD
B.S.E. Consultants, Inc.
312 South Harbor City Boulevard, Suite #4
Melbourne, Fla. 32901
Certificate of Authorization Number: LB-0004905

CERTIFICATE OF CITY SURVEYOR

I HEREBY CERTIFY, That I have reviewed the foregoing plat and find that it is in conformity with Chapter 177, part 1, Florida Statutes.

Andrew Perry
Reg. Florida Surveyor & Mapper #6124
Reviewing Surveyor for the City of Cocoa

- THIS PLAT PREPARED BY -

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE #4 MELBOURNE, FL 32901
PHONE (321) 725-8614 FAX (321) 725-1158
CERTIFICATE OF BUSINESS AUTHORIZATION: LB0004905

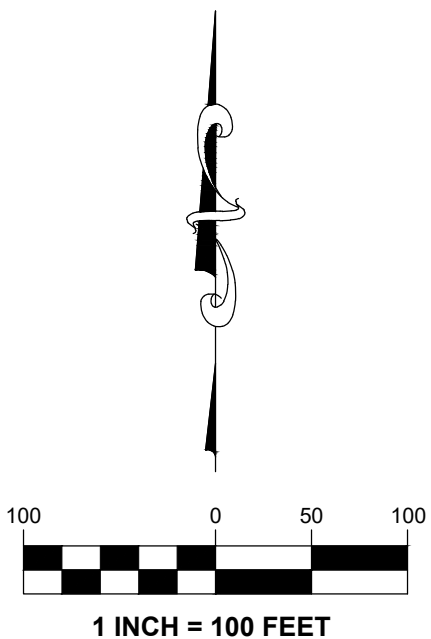
DATE: 01/13/2025
DESIGN/DRAWN: ALS/DRB/LEH
DRAWING# 11545_301_001
PROJECT# 11545

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SEE SHEETS 2 THROUGH 5 FOR
DIMENSIONED EASEMENT GEOMETRY

DESCRIPTION

LOT 1, HOME DEPOT COCOA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 57, PAGES 87 THROUGH 93, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA.



STATE ROAD NO. 528 (BEELINE EXPRESSWAY)
IMPROVED PUBLIC RIGHT OF WAY
(VARIABLE WIDTH)
{STATE ROAD 524 RIGHT OF WAY MAP,
SECTION 70007-2501 REVISED 06/23/1980}
CLEARLAKE ROAD EXIT RAMP
S59°25'26"E 810.07'
SOUTHERLY R/W LINE OF
STATE ROAD NO. 528
(BASIS OF BEARINGS)

LOT 1A
±13.49 AC
(587,779.35 SQUARE FEET)

N27°50'34"E 68.92'
N30°34'34"E 14.27'
N88°34'39"E 166.18'
N01°25'25"W 140.18'
N08°51'18"W 69.58'

FD PKD, ID# LB 3608
(HELD AS PRM)

LOT 3,
HOME DEPOT COCOA,
PB 57, PG 87
RDI DEVELOPERS, LLC
NOT INCLUDED

NOT A PART OF THIS
PLAT
MCDONALDS
CORPORATION
ORB 3510, PG 3228

LOT 2,
HOME DEPOT COCOA,
PB 57, PG 87
RDI DEVELOPERS, LLC
NOT INCLUDED

LOT 1B
±2.25 AC
(97908.93 SQUARE FEET)

SOUTHWEST CORNER OF THE EAST 1/2
OF THE NORTHWEST 1/4 OF SECTION
18, TOWNSHIP 24 SOUTH, RANGE 36
EAST NO MARKER FD OR SET

SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION
18, TOWNSHIP 24 SOUTH, RANGE 36 EAST

STATE ROAD NO. 524
IMPROVED PUBLIC RIGHT OF WAY
(VARIABLE WIDTH)
{STATE ROAD 524 RIGHT OF WAY MAP,
SECTION 70007-2501
REVISED 06/23/1980}

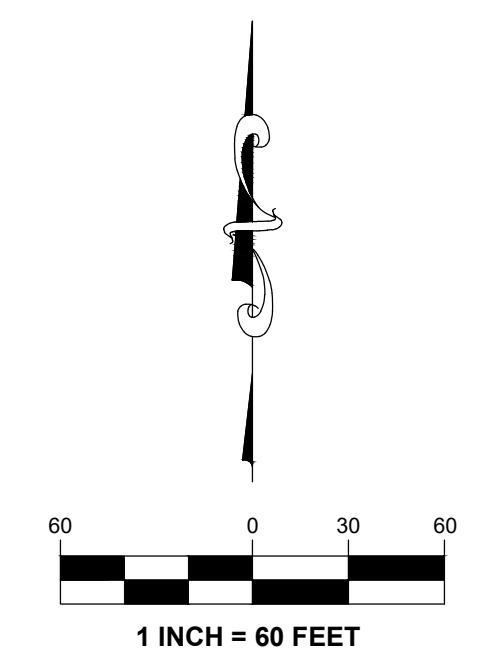
STATE ROAD NO. 528 AND 524
IMPROVED PUBLIC RIGHT OF WAY
(VARIABLE WIDTH)
{STATE ROAD 524 RIGHT OF WAY MAP,
SECTION 70007-2501 REVISED 06/23/1980}
CLEARLAKE ROAD EXIT RAMP

CIRRUS

BEING A RE-PLAT OF LOT 1, HOME DEPOT COCOA ACCORDING TO
THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGE 87,
PUBLIC RECORDS BREVARD COUNTY FLORIDA, LYING IN SECTION 18,
TOWNSHIP 24 SOUTH, RANGE 36 EAST
CITY OF COCOA, BREVARD COUNTY, FLORIDA

- SURVEY SYMBOL LEGEND**
- PERMANENT REFERENCE MONUMENT (PRM); FD 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED "PRM LB4905, UNLESS OTHERWISE NOTED"
 - SET 5/8" IRON ROD & CAP STAMPED "PRM LB4905" UNLESS OTHERWISE NOTED
 - ▲ SET MAG NAIL & DISK STAMPED "PRM LB4905" UNLESS OTHERWISE NOTED

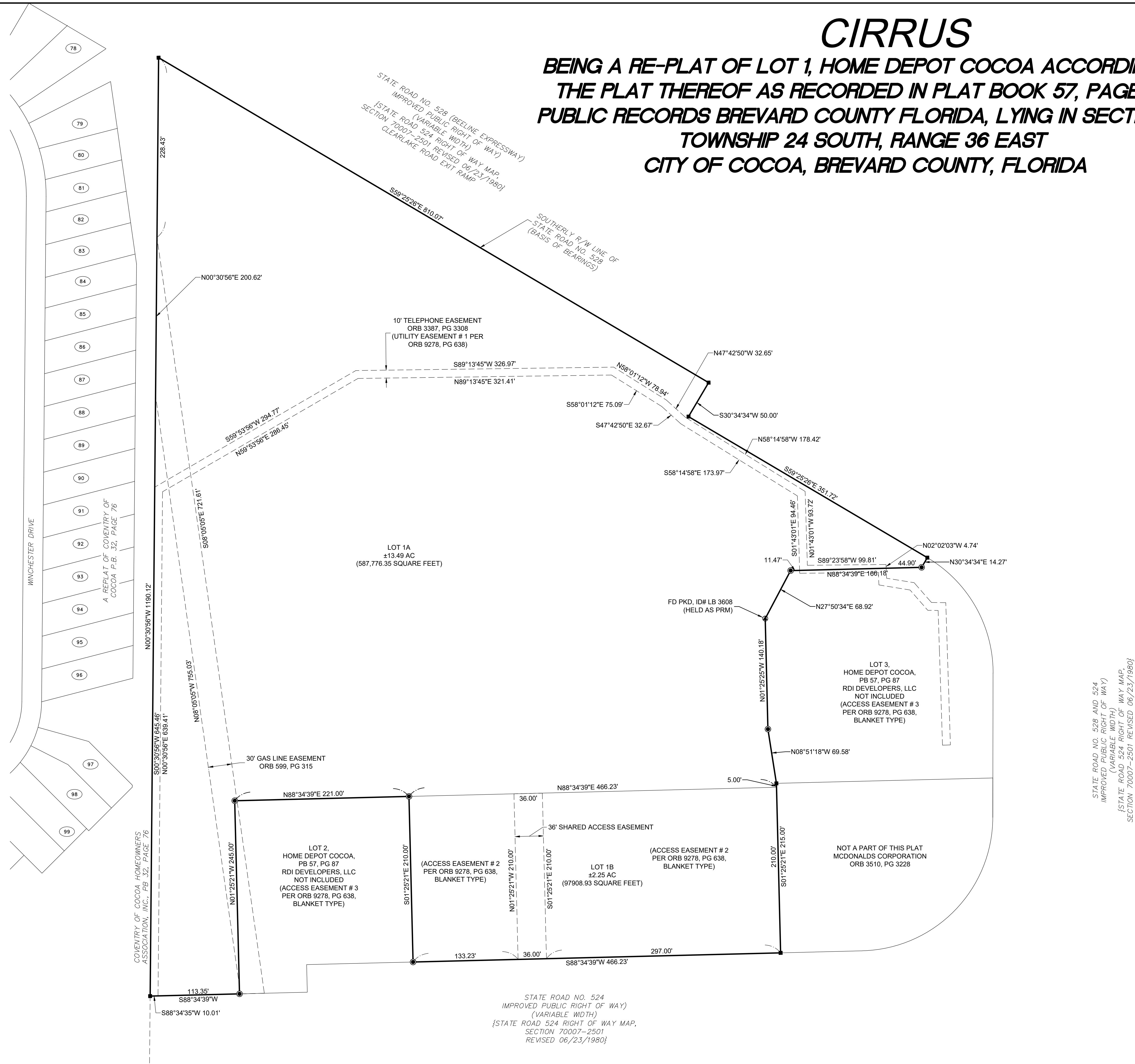
ABBREVIATIONS	
'	MINUTES/FEET
"	SECONDS/INCHES
°	DEGREES
(NR)	NOT RADIAL
AC	ACRES
AL	ARC LENGTH
BOC	BEGINNING OF CURVE
CB	CHORD BEARING
CDD	CENTRAL DRAINAGE DISTRICT
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
DEL	CENTRAL/DELTA ANGLE
DE	PRIVATE DRAINAGE EASEMENT
E	EAST
EOC	END OF CURVE
ESMT	EASEMENT
FD	FOUND
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FT	FOOT/FEET
LB	LICENSED BUSINESS
N	NORTH
NTI	NON-TANGENT INTERSECTION
NTS	NOT TO SCALE
OR/ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PCC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PKD	PARKER-KALEN NAIL AND DISK
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PRC	POINT OF REVERSE CURVATURE
PG(S)	PAGE(S)
R	RADIUS
RW	RIGHT-OF-WAY
SEC	SECTION
S	SOUTH
W	WEST



- THIS PLAT PREPARED BY -

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 400, MELBOURNE, FL 32901
PHONE: (321) 725-3614 FAX: (321) 725-1109
CERTIFICATE OF BUSINESS AUTHORIZATION: 4952
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004065

DATE: 12/10/2024
DESIGN/DRAWN: ALS/DRB/LEH
DRAWING# 11545_301_002-004
PROJECT# 11545



CIRRUS

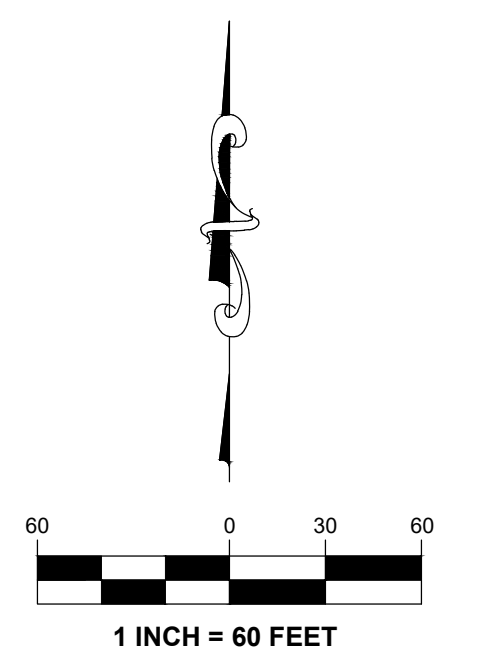
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ABBREVIATIONS

- | | |
|--------|---|
| ' | MINUTES/FEET |
| " | SECONDS/INCHES |
| ° | DEGREES |
| (NR) | NOT RADIAL |
| AC | ACRES |
| AL | ARC LENGTH |
| BOC | BEGINNING OF CURVE |
| CB | CHORD BEARING |
| CDD | CENTRAL DRAINAGE DISTRICT |
| CH | CHORD LENGTH |
| CM | CONCRETE MONUMENT |
| DEL | CENTRAL/Delta ANGLE |
| DE | PRIVATE DRAINAGE EASEMENT |
| E | EAST |
| EOC | END OF CURVE |
| ESMT | EASEMENT |
| FD | FOUND |
| FDOT | FLORIDA DEPARTMENT OF
TRANSPORTATION |
| FT | FOOT/FEET |
| LB | LICENSED BUSINESS |
| N | NORTH |
| NTI | NON-TANGENT INTERSECTION |
| NTS | NOT TO SCALE |
| OR/ORB | OFFICIAL RECORDS BOOK |
| PB | PLAT BOOK |
| PCC | POINT OF COMPOUND
CURVATURE |
| PCP | PERMANENT CONTROL POINT |
| PKD | PARKER-KALEN NAIL AND DISK |
| POB | POINT OF BEGINNING |
| POC | POINT OF COMMENCEMENT |
| PRC | POINT OF REVERSE CURVATURE |
| PG(S) | PAGE(S) |
| R | RADIUS |
| R/W | RIGHT-OF-WAY |
| SEC | SECTION |
| S | SOUTH |
| W | WEST |



- THIS PLAT PREPARED BY -

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

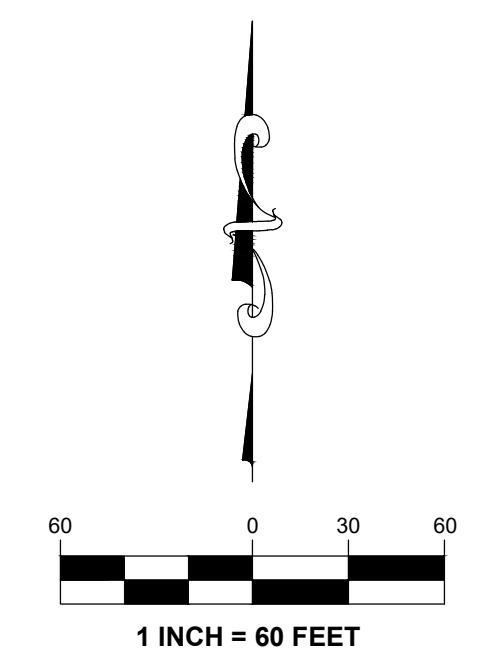
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DRAWING# 11545_301_002-004
PROJECT# 11545

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°	DEGREES
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B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BUILDING, SUITE 400, MIAMI, FL 33130
PHONE: (305) 725-3614 FAX: (305) 725-1109
CERTIFICATE OF BUSINESS AUTHORIZATION: 4952
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004065

DATE: 01/13/2025
DESIGN/DRAWN: ALS/DRB/LEH
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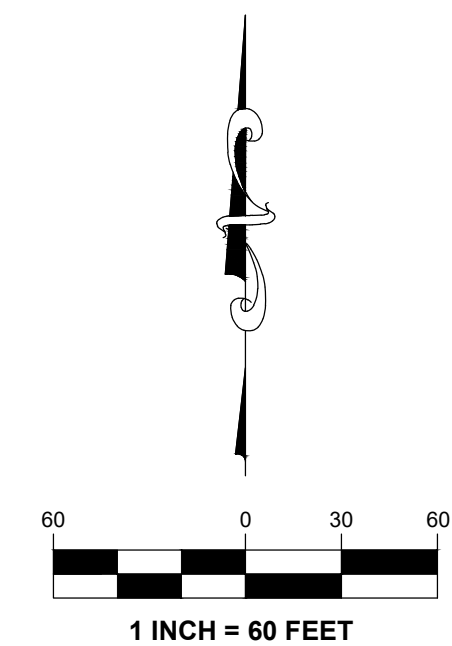
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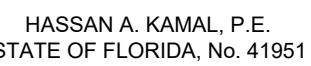
- THIS PLAT PREPARED BY -

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 400, BOCA RATON, FL 33491
PHONE: (561) 725-3614 FAX: (561) 725-1109
CERTIFICATE OF BUSINESS AUTHORIZATION #60
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004005

DATE: 12/10/2024
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PROJECT# 11545

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***FINAL PUD / PRELIMINARY SUBDIVISION / LARGE-SCALE SITE PLAN
SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST
CITY OF COCOA, BREVARD COUNTY, FLORIDA***

1 of 19

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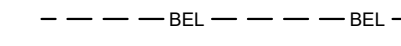
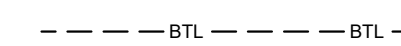
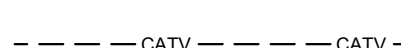
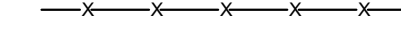
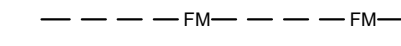
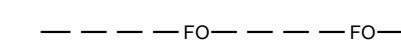
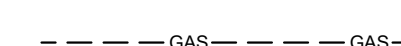
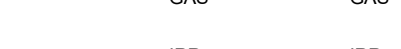
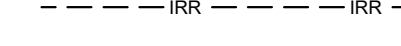
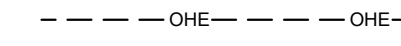
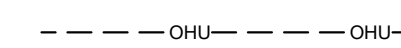
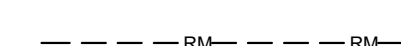
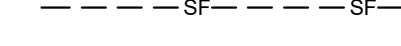
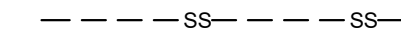
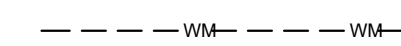
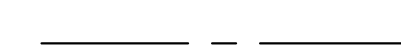
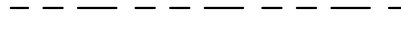
LANDSCAPE
SYMBOL LEGEND

	CABBAGE PALM TREE
	CYPRESS TREE
	HOLLY TREE
	MAPLE TREE
	PALM TREE
	PINE TREE
	OAK TREE
	TREE LINE
	SHRUB 1
	SHRUB 2

IRRIGATION
SYMBOL LEGEND

	SPRINKLER
	RAINBIRD 1/4
	RAINBIRD 1/2
	RAINBIRD 3/4
	RAINBIRD FULL

LINE TYPES

	BEL	EXISTING BURIED ELECTRIC
	BTL	EXISTING BURIED TELEPHONE
	CATV	EXISTING CABLE TV
		FENCE (TYPE, HEIGHT AS NOTED)
	FM	EXISTING FORCE MAIN (SIZE, TYPE AS NOTED)
	FO	EXISTING FIBER OPTIC
	GAS	EXISTING GAS LINE
	IRR	EXISTING IRRIGATION (SIZE, TYPE AS NOTED)
	OHE	EXISTING OVERHEAD ELECTRIC
	OHU	EXISTING OVERHEAD UTILITY
	RM	EXISTING REUSE MAIN (SIZE, TYPE AS NOTED)
	SF	SILT FENCE
	SS	EXISTING SANITARY SEWER (SIZE, TYPE AS NOTED)
	WM	EXISTING WATER MAIN (SIZE, TYPE AS NOTED)
		CENTERLINE
		BASIN BOUNDARY
		COLUMN / WALL
		GUARD RAIL
		TREE LINE
		DRAINAGE PIPE (SIZE, TYPE AS NOTED)

SYMBOL LEGEND

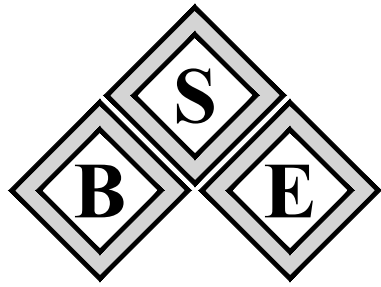
	EXISTING SANITARY MANHOLE
	EXISTING MANHOLE (TYPE NOTED)
	PROPOSED MANHOLE
	TYPE 2 INLET
	TYPE 3 INLET
	TYPE 4 INLET
	TYPE 5 INLET
	CATCH BASIN
	YARD DRAIN
	FLARED END SECTION
	MITERED END SECTION
	EXISTING GATE VALVE
	PROPOSED GATE VALVE
	EXISTING FIRE HYDRANT
	PROPOSED FIRE HYDRANT
	EXISTING BLOW-OFF
	PROPOSED BLOW-OFF ASSEMBLY WITH GATE VALVE
	EXISTING FIRE DEPT. CONNECTION
	PROPOSED FIRE DEPT. CONNECTION
	EXISTING WATER METER
	PROPOSED WATER METER
	EXISTING WATER SERVICE
	PROPOSED WATER SERVICE
	EXISTING REUSE SERVICE
	PROPOSED REUSE SERVICE
	SANITARY SERVICE
	STUB OUT
	EXISTING AIR RELEASE VALVE
	AIR RELEASE VALVE
	EXISTING CLEAN OUT
	CLEAN OUT
	CROSS TEE
	TEE
	BACK FLOW PREVENTION DEVICE
	REDUCER
	POST INDICATOR VALVE
	UTILITY RISER
	CONCRETE POWER POLE
	WOOD UTILITY POLE
	GUY WIRE
	GUY POLE
	EXISTING LIGHT POLE
	PROPOSED LIGHT POLE
	EXISTING SIGN
	PROPOSED SIGN
	DIRT PAD ELEVATION
	FINISHED FLOOR ELEVATION
	TYPE A LOT DRAINAGE
	TYPE B LOT DRAINAGE
	LOT NUMBER
	FLOW ARROW

ABBREVIATIONS

'	MINUTES/FEET
"	SECONDS/INCHES
°	DEGREES
(C)	CALCULATED DIMENSION
(D)	DEED DIMENSION
(F)	FIELD MEASURED DIMENSION
(M)	METER(S)
(NR)	NOT RADIAL
(P)	PLAT DIMENSION
A/C	AIR CONDITIONER
AC	ACRES
ADS	ADVANCED DRAINAGE SYSTEMS (CPP)
AL	ARC LENGTH
ARV	AIR RELEASE VALVE
AVE	AVENUE
BLVD	BOULEVARD
BM	BENCH MARK
BVC	BEGIN VERTICAL CURVE
BVP	BEGIN VERTICAL PROFILE
CL	CENTERLINE
C/O	CLEAN OUT
CA	CENTRAL ANGLE
CATV	CABLE TELEVISION
CB	CHORD BEARING
CBS	CONCRETE BLOCK STRUCTURE
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
CMP	CORRUGATED METAL PIPE
CONC	CONCRETE
COR	CORNER
CPP	CORRUGATED PLASTIC PIPE
DE	DRAINAGE EASEMENT
DEL	DELTA/CENTRAL ANGLE
DI	DITCH INLET/ CATCH BASIN
DIP	DUCTILE IRON PIPE
DS	DRAINAGE STRUCTURE
E	EAST
EG	EXISTING GROUND
ELEC	ELECTRIC
ELEV	ELEVATION
EOP	EDGE OF PAVEMENT
EW	EDGE OF WATER
ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE
ESMT	EASEMENT
EVC	END VERTICAL CURVE
EVP	END VERTICAL PROFILE
EX	EXISTING
FD	FOUND
FDC	FIRE DEPARTMENT CONNECTION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FES	FLARED END SECTION
FFE	FINISHED FLOOR ELEVATION
FH	FIRE HYDRANT
FL	FLOW LINE
FM	FORCE MAIN
FPL	FLORIDA POWER AND LIGHT
FT	FEET
GLO	GENERAL LAND OFFICE
GR	GROUND
GV	GATE VALVE(S)
H/C	HANDICAP
HP	HIGH POINT
HWY	HIGHWAY
ID#	IDENTIFICATION NUMBER
INV	INVERT
IP	IRON PIPE
IPC	IRON PIPE AND CAP
IR	IRON ROD
IRC	IRON ROD AND CAP
JCT	JUNCTION
LF	LINEAR FEET
L	LEFT
LP	LOW POINT

ABBREVIATIONS

LS	LANDSCAPE
LWP	LIGHTER WOOD POST
MAX	MAXIMUM
MES	MITERED END SECTION
MH	MANHOLE
MHW	MEAN HIGH WATER
MI	MILE(S)
MIN	MINIMUM
N	NORTH
N&D	NAIL AND DISK
NAVD88	NORTH AMERICAN VERTICAL DATUM 1988
NGVD29	NATIONAL GEODETIC VERTICAL DATUM 1929
NG	NATURAL GROUND
NIC	NOT IN CONTRACT
NTS	NOT TO SCALE
NWL	NORMAL WATER LEVEL
OHE	OVERHEAD ELECTRIC UTILITY
OR/ORB	OFFICIAL RECORDS BOOK
PL	PROPERTY LINE
PAVT	PAVEMENT
PB	PLAT BOOK
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PD&UE	PUBLIC DRAINAGE AND UTILITY EASEMENT
PDE	PUBLIC DRAINAGE EASEMENT
PG(S)	PAGE(S)
PGL	PROPOSED GRADE LINE
PK	PARKER-KALEN
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
POL	POINT ON LINE
PP	POWER/UTILITY POLE
PR	PRIVATE
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY
PVC	POLYVINYL CHLORIDE PIPE
PVI	POINT OF VERTICAL INTERSECTION
R	RADIUS/RIGHT
R/W	RIGHT-OF-WAY
RAD	RADIAL
RB	RADIAL BEARING
RCP	REINFORCED CONCRETE PIPE
REF	REFERENCE
RGE	RANGE
RM	REUSE MAIN
RND	ROUND
RPB	ROAD PLAT BOOK
RR	RAILROAD
S	SOUTH
SEC	SECTION
SF	SQUARE FOOT
SMH	SEWER MANHOLE
SPK	SPIKE
SS	SANITARY SEWER
ST	STREET
STA	STATION
SVC	SERVICE
SW	SIDEWALK
TEL	TELEPHONE
TOB	TOP OF BANK
TOE	TOE OF SLOPE
TWP	TOWNSHIP
TYP	TYPICAL
UE	UTILITY EASEMENT
UG	UNDERGROUND
UTIL	UTILITY
W	WEST
WM	WATER MAIN



B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING -
LAND SURVEYING

312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 726-3074 FAX: (321) 723-1159

CERTIFICATE OF PROFESSIONAL ENGINEERS
BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING
BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

	CITY COMMENTS	10/30/20
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DATE: 08/31/20

DESIGN/DRAWN: ALS/DRB

PROJECT TITLE

CIRRUS

SHEET TITLE

SYMBOLS AND
ABBREVIATIONS

PROJECT NO.

11545

DRAWING NO.

11545_400_002

SHEET

2 of 19

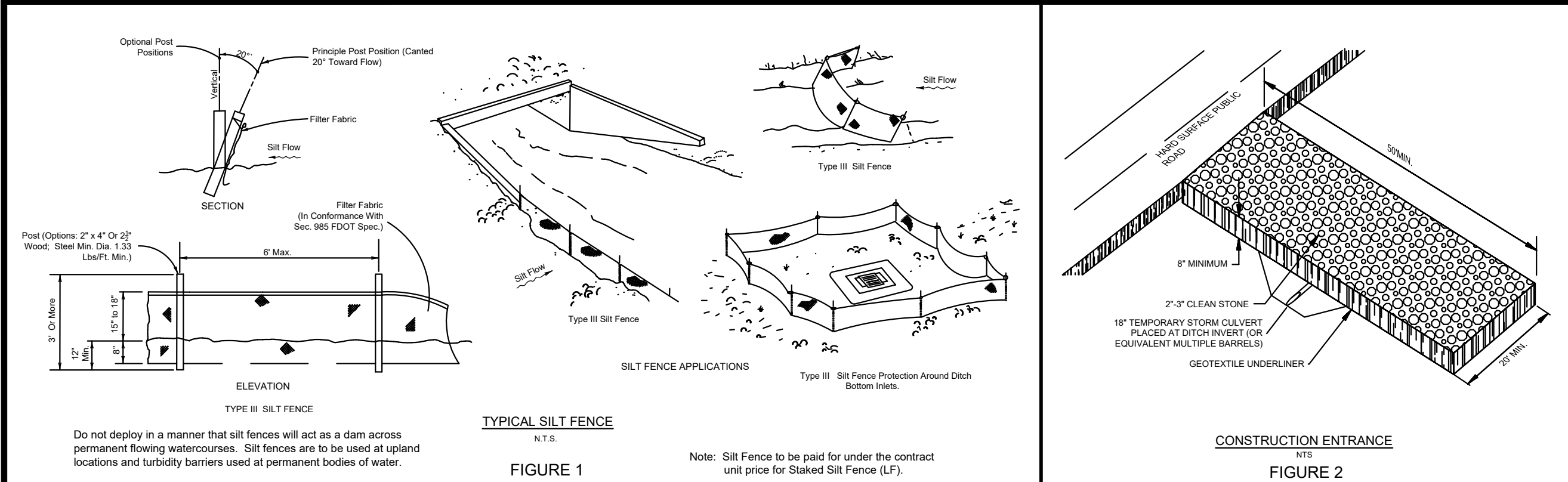


FIGURE 1

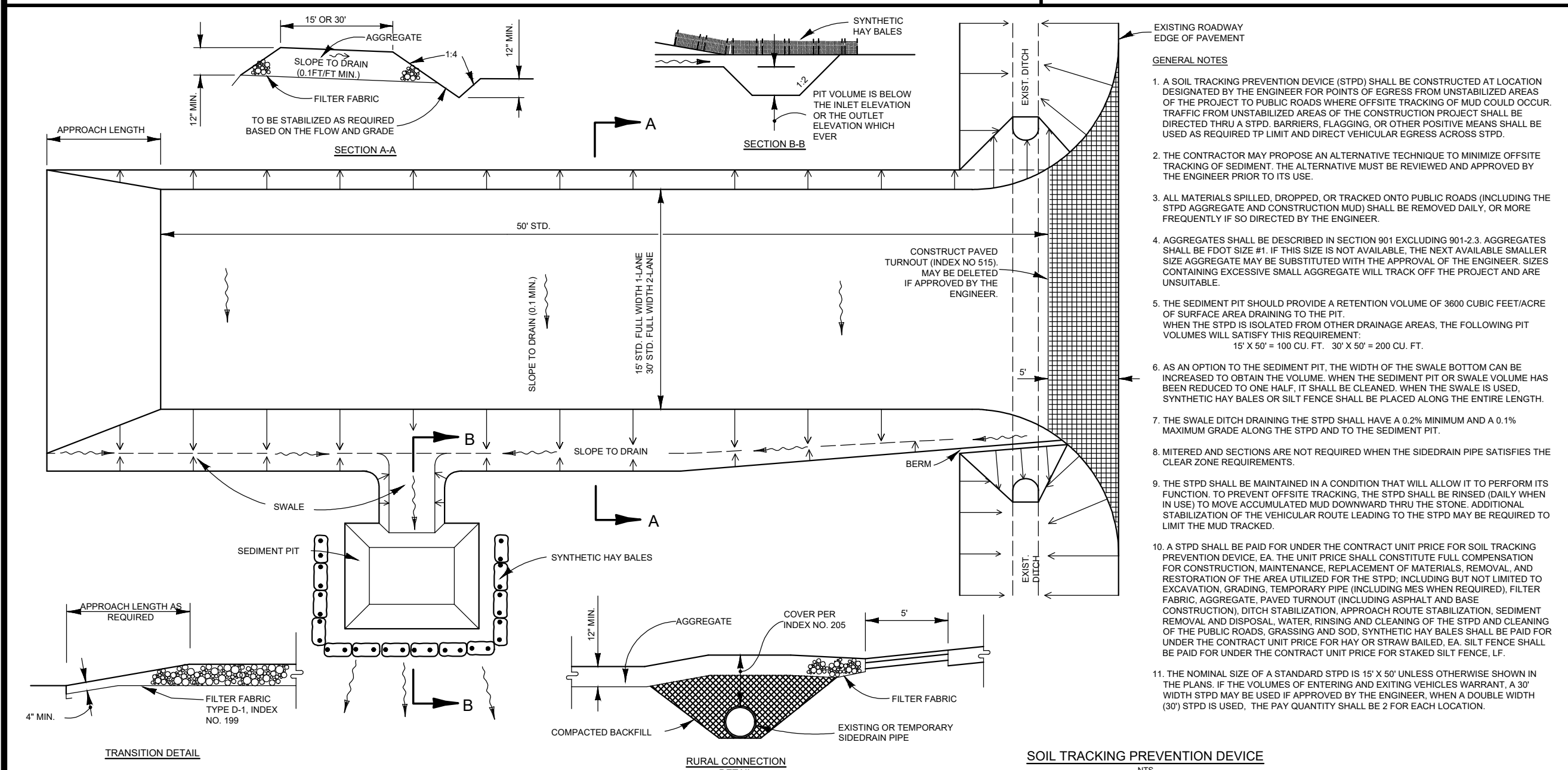


FIGURE 2

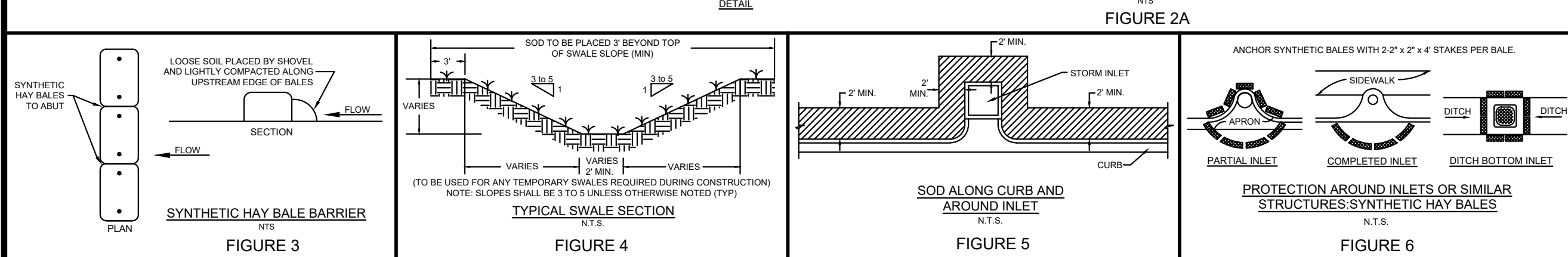


FIGURE 3



FIGURE 4



FIGURE 5



FIGURE 6



FIGURE 7

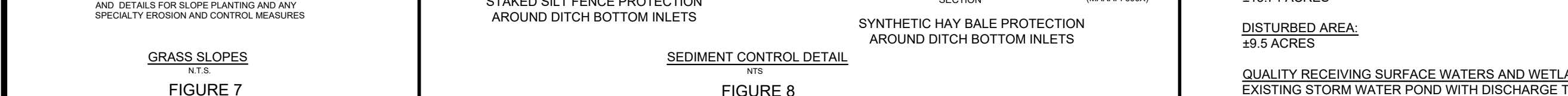


FIGURE 8



FIGURE 9

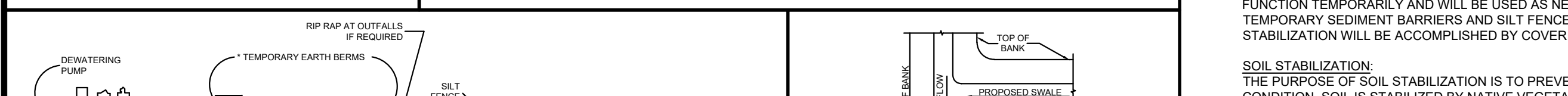


FIGURE 10



FIGURE 11

NOTE: SEE ** STORMWATER MANAGEMENT CRITERIA FOR MINIMUM STANDARDS.

THIS PLAN IS INTENDED TO COMPLY WITH APPROPRIATE CONDITIONS OF THE BREVARD COUNTY LAND DEVELOPMENT REGULATIONS, THE RULES OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, CHAPTER 1725, F.A.C., AND THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, DURING ALL CONSTRUCTION ACTIVITIES. THE PLAN ADDRESSES THE FOLLOWING AREAS:

1. GENERAL EROSION CONTROL
2. PROTECTION OF SURFACE WATER QUALITY DURING AND AFTER CONSTRUCTION
3. CONTROL OF WIND EROSION

THE VARIOUS TECHNIQUES OR ACTIONS IDENTIFIED UNDER EACH SECTION INDICATE THE APPROPRIATE SITUATION WHEN THE TECHNIQUES SHOULD BE EMPLOYED. ALSO IDENTIFIED IS A CROSS-REFERENCE TO A DIAGRAM OR FIGURE REPRESENTING THE TECHNIQUE.

IT SHOULD BE NOTED THAT THE MEASURES IDENTIFIED ON THIS PLAN ARE ONLY SUGGESTED BMP(S). THE CONTRACTOR SHALL PROVIDE POLLUTION PREVENTION AND EROSION CONTROL MEASURES AS REQUIRED BY NPDES AND AS NECESSARY FOR EACH SPECIFIC APPLICATION.

SECTION 1 GENERAL EROSION CONTROL

GENERAL EROSION CONTROL BMP(S) SHALL BE EMPLOYED TO MINIMIZE SOIL EROSION AND POTENTIAL LAKE SLOPE CAVES. WHILE THE VARIOUS TECHNIQUES REQUIRED WILL BE SITE AND PLAN SPECIFIC, THEY SHOULD BE EMPLOYED AS SOON AS POSSIBLE DURING CONSTRUCTION ACTIVITIES.

CLEARED SITE DEVELOPMENT AREAS NOT CONTINUALLY SCHEDULED FOR CONSTRUCTION ACTIVITIES SHALL BE COVERED WITH HAY OR OVER SEEDING AND PERIODICALLY WATERED SUFFICIENTLY TO STABILIZE THE TEMPORARY GROUND COVER.

SOD SHALL BE PLACED IN A MINIMUM OF A 2' FOOT WIDE STRIP ADJOINING ALL CURBING AND AROUND ALL INLETS AS SHOWN IN FIGURE 5 OR AS REQUIRED BY THE LANDSCAPE PLAN OR CONTRACT DOCUMENTS. SOD SHALL BE PLACED BEFORE SILT BARRIERS, SHOWN IN FIGURE 8, ARE REMOVED.

SECTION 2 PROTECTION OF SURFACE WATER QUALITY DURING AND AFTER CONSTRUCTION

SURFACE WATER QUALITY SHALL BE MAINTAINED BY EMPLOYING, AT A MINIMUM, THE FOLLOWING BMP(S) AND OTHER MEASURES AS REQUIRED IN THE PLANNING AND CONSTRUCTION OF ALL IMPROVEMENTS.

WHERE PRACTICAL, STORM WATER SHALL BE CONVEYED BY SWALES.

EROSION CONTROL MEASURES SHALL BE EMPLOYED TO MINIMIZE TURBIDITY OF SURFACE WATERS LOCATED DOWNSTREAM OF ANY CONSTRUCTION ACTIVITY. WHILE THE VARIOUS MEASURES REQUIRED WILL BE SITE SPECIFIC, THE FOLLOWING MEASURES SHALL BE UTILIZED AS A MINIMUM.

IN GENERAL EROSION SHALL BE CONTROLLED AT THE FURTHEST PRACTICAL UPSTREAM LOCATION.

STORM WATER INLETS SHALL BE PROTECTED DURING CONSTRUCTION AS SHOWN IN FIGURES 5.6, AND 6. PROTECTION MEASURES SHALL BE EMPLOYED AS SOON AS PRACTICAL DURING THE VARIOUS STAGES OF INLET CONSTRUCTION. SILT BARRIERS SHALL REMAIN IN PLACE UNTIL SODDING AROUND INLETS IS COMPLETE OR AS OTHERWISE REQUIRED.

HEAVY CONSTRUCTION EQUIPMENT PARKING AND MAINTENANCE AREAS SHALL BE DESIGNED TO PREVENT OIL, GREASE, AND LUBRICANTS FROM ENTERING SITE DRAINAGE FEATURES INCLUDING STORM WATER COLLECTION AND TREATMENT SYSTEMS. CONTRACTOR SHALL PROVIDE BROAD DIKES, SYNTHETIC HAY BALES OR SILT SCREENS AROUND, AND SEDIMENT SUMPS WITHIN, SUCH AREAS AS REQUIRED TO CONTAIN SPILLS OF OIL, GREASE OR LUBRICANTS. CONTRACTORS SHALL HAVE AVAILABLE AND SHALL USE ABSORBENT FILTER PADS OR OTHER METHODS TO CLEAN UP SPILLS AS SOON AS POSSIBLE AFTER OCCURRENCE.

SILT BARRIERS SHALL BE ERECTED AS SHOWN PRIOR THE INITIATION OF CLEARING OR EARTHWORK AND SHALL REMAIN UNTIL VEGETATIVE COVER OR ALL DISTURBED AREAS HAVE BEEN ESTABLISHED OR AS REQUIRED BY THE OWNER. SILT BARRIERS SHALL BE CONTINUOUSLY MAINTAINED FOR ENTIRE PROJECT DURATION. SILT BARRIERS SHALL NOT BE REMOVED UNTIL APPROVED BY THE OWNER. SILT BARRIERS, ANY SILT WHICH ACCUMULATES BEHIND THE BARRIERS, AND ANY FILL USED TO ANCHOR THE BARRIERS SHALL BE REMOVED PROMPTLY AFTER THE END OF THE MAINTENANCE PERIOD SPECIFIED FOR THE BARRIERS.

WHERE REQUIRED TO PREVENT EROSION FROM SHEET FLOW ACROSS BARE GROUND FROM ENTERING A LAKE OR SWALE AND IN THE ABSENCE OF AN ACCEPTABLE VEGETATION LAKE OR SUMP AREA, A TEMPORARY SUMP SHALL REMAIN IN PLACE UNTIL VEGETATION IS ESTABLISHED ON THE GROUND DRAINING TO THE SUMP.

SECTION 3 CONTROL OF WIND EROSION

WIND EROSION SHALL BE CONTROLLED BY EMPLOYING BMP(S) WHICH SHALL INCLUDE THE FOLLOWING AND/OR OTHER METHODS AS A MINIMUM:

BARE EARTH AREAS SHALL BE WATERED DURING CONSTRUCTION AS NECESSARY TO MINIMIZE THE TRANSPORT OF FUGITIVE DUST. IT MAY BE NECESSARY TO LIMIT CONSTRUCTION VEHICLE SPEED IF BARE EARTH HAS NOT BEEN EFFECTIVELY WATERED. IN NO CASE SHALL FUGITIVE DUST BE ALLOWED TO LEAVE THE SITE UNDER CONSTRUCTION.

AS SOON AS PRACTICAL AFTER COMPLETION OF CONSTRUCTION, BARE EARTH AREAS SHALL BE VEGETATED.

AT ANY TIME BOTH DURING AND AFTER SITE CONSTRUCTION THAT WATERING AND/OR VEGETATION ARE NOT EFFECTIVE IN CONTROLLING WIND EROSION AND/OR TRANSPORT OF FUGITIVE DUST, OTHER METHODS AS ARE NECESSARY FOR SUCH CONTROL SHALL BE EMPLOYED. THESE METHODS MAY INCLUDE ERECTION OF DUST CONTROL FENCES. IF REQUIRED, DUST CONTROL FENCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DETAIL FOR A SILT FENCE SHOWN IN FIGURE 1 EXCEPT THE MINIMUM HEIGHT SHALL BE 4 FEET.

SWPPP COORDINATOR DUTIES

THE CONTRACTOR SHALL COMPLY WITH THE FOLLOWING AND ALL OTHER REQUIREMENTS OF THE EPA, FDEP, SURWMD, AND BREVARD COUNTY REGULATIONS:

1. MAINTAIN RECORDS OF CONSTRUCTION ACTIVITIES, INCLUDING: DATES WHEN MAJOR GRADING ACTIVITIES OCCUR. DATES WHEN CONSTRUCTION ACTIVITIES TEMPORARILY CEASE ON A PORTION OF THE SITE. RECORDS MUST BE MAINTAINED AT THE JOB SITE.
2. PREPARE INSPECTION REPORTS SUMMARIZING: QUALIFICATIONS OF INSPECTOR. DAILY RAINFALL TOTALS. MEASURES/AREAS INSPECTED. CHANGES NECESSARY TO THE SWPPP.
3. INSPECTIONS SHALL BE COMPLETED ON A WEEKLY BASIS, AND AFTER RAINFALL EVENTS EXCEEDING 1/2" INTENSITY.
4. A SAMPLE INSPECTION FORM SHALL BE SUPPLIED TO THE CONTRACTOR FOR HIS USE. CONTRACTOR MUST UTILIZE THIS INSPECTION FORM OR AN APPROVED EQUIVALENT.
5. CONTRACTOR MUST EXECUTE NPDES CERTIFICATION FORM AND INSURE THAT ALL SUBCONTRACTORS RESPONSIBLE FOR EROSION CONTROL MEASURES EXECUTE THE NPDES CERTIFICATION FORM. COPIES OF THIS CERTIFICATION MUST BE PROVIDED TO THE OWNER PRIOR TO THE START OF ANY NEW CONSTRUCTION, AND COPIES SHALL BE MAINTAINED AT THE JOB SITE.
6. REPORT RELEASES OF REPORTABLE QUANTITIES OF OIL OR HAZARDOUS MATERIALS (IF THEY OCCUR). NOTIFY NATIONAL RESPONSE CENTER @ 1-800-424-8802. NOTIFY PERMITTING AUTHORITY IN WRITING WITHIN 14 DAYS. MODIFY THE POLLUTION PREVENTION PLAN TO INCLUDE IMPROVED MANAGEMENT CONTROLS.
7. MODIFY THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AS NECESSARY TO: COMPLY WITH MINIMUM PERMIT REQUIREMENTS WHEN NOTIFIED BY THE EPA, ADDRESS CHANGES IN DESIGN, CONSTRUCTION OPERATION OR MAINTENANCE WHICH HAVE AN AFFECT ON THE POTENTIAL FOR DISCHARGE OF POLLUTANTS INTO STATE WATERS. PREVENT REOCCURRENCE OF REPORTABLE QUANTITY RELEASES HAZARDOUS MATERIAL, OIL, AND/OR FUEL.
8. AT THE COMPLETION OF THE PROJECT AND AS A CONDITION OF FINAL PAYMENT, CONTRACTOR SHALL PROVIDE THE OWNER WITH TWO COPIES OF THE THE ABOVE DESCRIBED REPORTS IN A CONSOLIDATED REPORT FORMAT: THREE RING BINDERS OR EQUIVALENT.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR FOLLOWING AND MAINTAINING A COPY OF DEP DOCUMENT NO. 62-621.300(4)(A). THIS PERMIT IS THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GENERIC PERMIT FOR STORMWATER DISCHARGE FROM CONSTRUCTION ACTIVITIES THAT DISTURB ONE OR MORE ACRES OF LAND.
10. ALL FERTILIZERS, HERBICIDES, AND PESTICIDES TO BE APPLIED, STORED, AND DISPOSED OF PER THE MANUFACTURER RECOMMENDATIONS.
11. CONTRACTOR IS RESPONSIBLE TO ASSURE THAT ALL WASTE, SUCH AS DISCARDED BUILDING MATERIALS, CHEMICALS, LITTER, AND SANITARY WASTE ARE PROPERLY CONTROLLED AND DISPOSED OF IN ACCORDANCE WITH ALL APPLICABLE STATE, LOCAL, AND FEDERAL REGULATIONS.

GENERAL MAINTENANCE PLAN

THE FOLLOWING MAINTENANCE PLAN IS GENERAL IN NATURE AND IS INTENDED TO PROVIDE A GUIDELINE FOR THE CONTRACTOR. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO COMPLETE THE PROJECT IN CONFORMANCE WITH THE NPDES STANDARDS AND APPROVED PLANS AND PERMITS.

SHORT TERM:

1. ALL EROSION CONTROL PRACTICES WILL BE CHECKED FOR STABILITY AND OPERATION FOLLOWING EVERY 1/2" RAINFALL EVENT, BUT IN NO CASE LESS THAN ONCE EVERY WEEK. ALL NEEDED REPAIRS WILL BE RECORDED AND MADE IMMEDIATELY TO MAINTAIN ALL PRACTICES AS DESIGNED.
2. SEDIMENT BUILDUP WILL BE CLOSELY MONITORED AND REMOVED FROM INLET PROTECTION DEVICES TO ENSURE PROPER MANAGEMENT AND STORAGE CAPACITIES. SEDIMENT CONTROL DEVICES SHALL BE CLEANED OR REPLACED WHEN THE SEDIMENT CONTROL NO LONGER WORKS EFFECTIVELY AS DESIGNED.
3. THE SEDIMENT CONTROLLING SILT FENCE SHALL BE MAINTAINED AND/OR REPLACED AS NECESSARY TO MAINTAIN A BARRIER.
4. ALL SEEDED AREAS SHALL BE RESEED AS NECESSARY, AND MULCHED ACCORDING TO SPECIFICATIONS IN THE VEGETATIVE PLAN TO MAINTAIN A VEGETATIVE COVER, ADEQUATE TO PREVENT EROSION TO OFFSITE AREAS.
5. AS NEEDED, NEW OR ADDITIONAL WORKERS WILL BE INFORMED OF THE PLAN DETAILS IN THE OPERATION AND MAINTENANCE OF PLAN FEATURES.

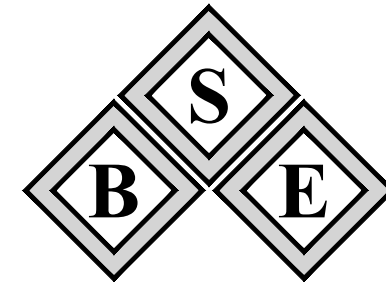
LONG TERM:

1. ALL VEGETATED AREAS WILL BE MAINTAINED IN ADEQUATE CONDITION TO PROVIDE PROPER GROUND COVER, THEREBY REDUCING EROSION POTENTIAL.
2. AREAS WHERE VEGETATION IS LOST WILL BE REESTABLISHED AND MAINTAINED AS NECESSARY TO RESTORE PROPER GROUND COVER.
3. STRUCTURAL MEASURES WILL BE EXAMINED AT LEAST ANNUALLY AND MAINTENANCE PERFORMED AS NEEDED.

GENERAL CONSTRUCTION SEQUENCING PLAN

THE FOLLOWING CONSTRUCTION SEQUENCING IS GENERAL IN NATURE AND IS INTENDED TO PROVIDE A GUIDELINE FOR THE CONTRACTOR. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO COMPLETE THE PROJECT IN CONFORMANCE WITH THE NPDES STANDARDS AND APPROVED PLANS AND PERMITS.

1. OBTAIN PLAN APPROVAL AND OTHER APPLICABLE PERMITS.
2. FLAG THE WORK LIMITS OF CONSTRUCTION AND IDENTIFY AREAS NOT TO BE DISTURBED.
3. HOLD PRE CONSTRUCTION CONFERENCE AT LEAST ONE WEEK PRIOR TO STARTING CONSTRUCTION. WEEKLY REVIEWS OF EROSION, SEDIMENT, AND STORM WATER CONTROLS WILL BE CONDUCTED. REVIEWS WILL ALSO BE CONDUCTED WITHIN 24 HOURS FOLLOWING ALL RAIN EVENTS EXCEEDING 1/2" INTENSITY.
4. INSTALL SEDIMENT CONTROLS AS THE FIRST CONSTRUCTION ACTIVITY.
5. INSTALL STORM DRAIN WITH STABILIZED INLET PROTECTION AT THE CONSTRUCTION ENTRANCE/EXIT.
6. INSTALL TEMPORARY STABILIZED CONSTRUCTION ENTRANCE/EXIT.
7. COMPLETE SITE CLEARING EXCEPT FOR AREAS DESIGNATED NOT TO BE DISTURBED.
8. ROUGH GRADE SITE, STOCKPILE TOPSOIL, CONSTRUCT WATERWAYS, INSTALL CULVERTS AND OUTLET PROTECTION (INSTALL SEDIMENT CONTROLS AND SILT FENCING AS NEEDED). BARE AREAS OF EXPOSED LAND SHALL BE MULCHED AND SEEDED ONCE GRADING HAS BEEN COMPLETED.
9. FINISH THE SLOPES AROUND BUILDING DIRT PADS AS SOON AS ROUGH GRADING IS COMPLETE.
10. COMPLETE FINAL GRADING FOR ROADS AND STABILIZE WITH APPROVED MATERIAL.
11. COMPLETE FINAL GRADING OF GROUNDS, TOPSOIL CRITICAL AREAS, AND PERMANENTLY VEGETATE, LANDSCAPE, AND MULCH.
12. ALL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE INSPECTED WEEKLY AND FOLLOWING 1/2" RAINFALL EVENTS. NEEDED REPAIRS WILL BE RECORDED WITHIN 24 HOURS, AND CORRECTED IMMEDIATELY.
13. AFTER SITE IS STABILIZED, REMOVE ALL TEMPORARY MEASURES AND INSTALL PERMANENT VEGETATION ON THE DISTURBED AREAS.



B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING -
LAND SURVEYING

312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3074 FAX: (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS
BUSINESS AUTHORIZATION: #05
CERTIFICATE OF LAND SURVEYING
BUSINESS AUTHORIZATION: LB000405

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33859 No. 41951

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

CONTRACTORS CERTIFICATION

"I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND AND SHALL COMPLY WITH, THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THIS STORMWATER POLLUTION PREVENTION PLAN PREPARED THEREUNDER."

NAME: _____
TITLE: _____
COMPANY NAME: _____
COMPANY ADDRESS: _____
COMPANY PHONE #: _____
PROJECT SITE DESCRIPTION: _____

SIGNATURE: _____

DATE OF CERTIFICATION: _____

ENGINEERS CERTIFICATION

"I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS."

NAME: Scott M. Glaubitz, P.E. Hassan Kamal, P.E.
TITLE: President/Vice President
COMPANY NAME: B.S.E. Consultants, Inc.
COMPANY ADDRESS: 312 S. Harbor City Blvd., Suite 4
Melbourne, Florida 32901
COMPANY PHONE #: (321) 725-3074
PROJECT SITE DESCRIPTION: _____

SIGNATURE: _____

DATE OF CERTIFICATION: _____

CORPORATE OFFICERS CERTIFICATION

"I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS."

NAME: _____
TITLE: _____
COMPANY NAME: _____
COMPANY ADDRESS: _____
COMPANY PHONE #: _____
PROJECT SITE DESCRIPTION: _____

SIGNATURE: _____

DATE OF CERTIFICATION: _____

NON-SYNTHETIC HAY BALES SHALL NOT BE PERMITTED

GENERAL SITE INFORMATION

SITE DESCRIPTION:
DEVELOPMENT OF A 280 UNIT MULTI-FAMILY PROJECT

TOTAL AREA:
215.74 ACRES

DISTURBED AREA:
25.5 ACRES

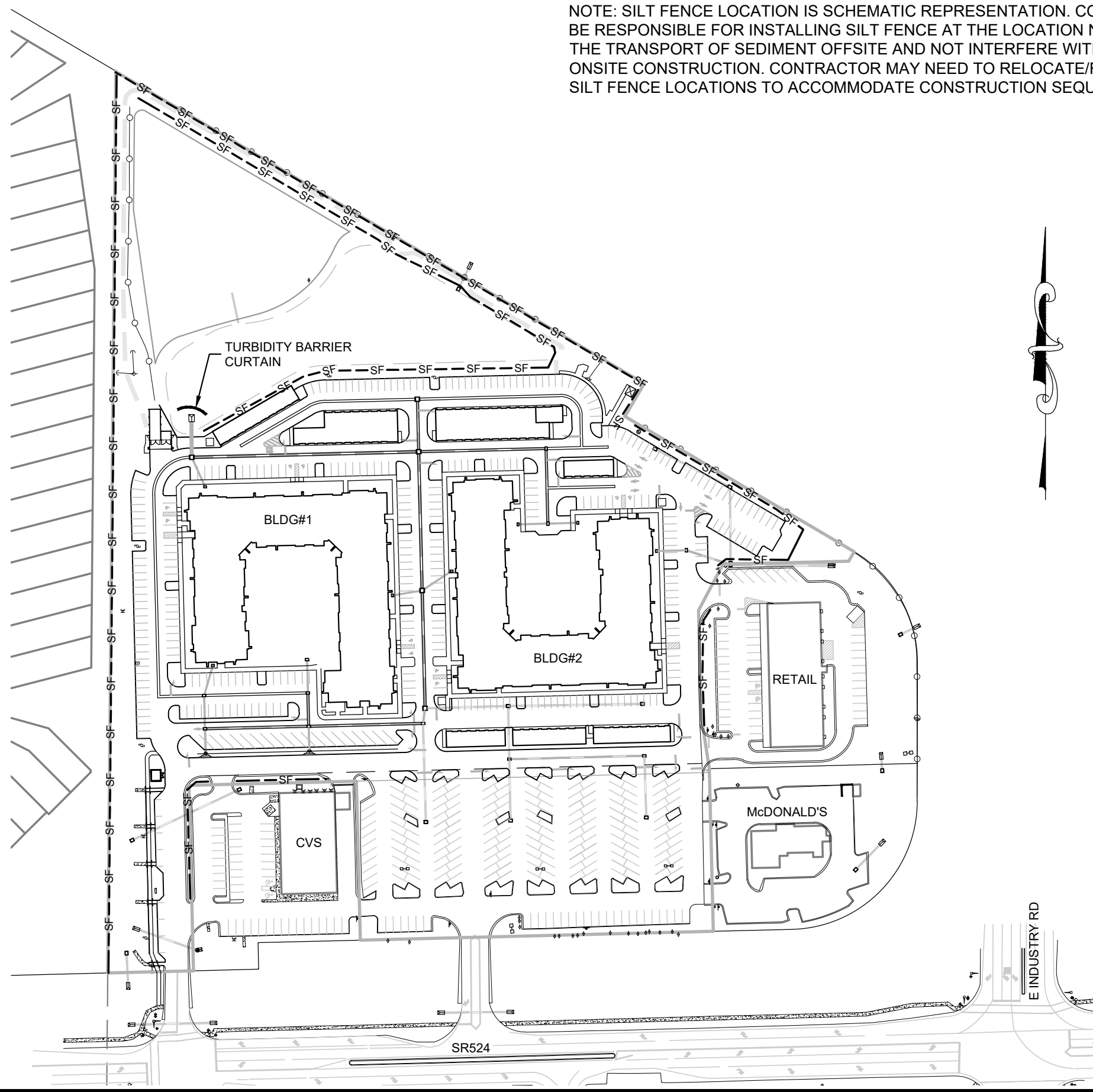
QUALITY RECEIVING SURFACE WATERS AND WETLANDS:
EXISTING STORM WATER POND WITH DISCHARGE TO FDOT DITCH

EXISTING SOIL TYPES:
IMMKOLLEE, ST JOHNS AND ST LUCIE SANDS

STORM WATER POLLUTION PREVENTION MEASURES & CONTROLS:
THERE ARE A VARIETY OF CONTROLS PROPOSED FOR THIS SITE. SOME CONTROLS ARE INTENDED TO FUNCTION TEMPORARILY AND WILL BE USED AS NEEDED FOR POLLUTANT CONTROL. THESE INCLUDE TEMPORARY SEDIMENT BARRIERS AND SILT FENCES. FOR MOST DISTURBED AREAS, PERMANENT STABILIZATION WILL BE ACCOMPLISHED BY COVERING THE SOIL WITH PAVEMENT OR VEGETATION.

SOIL STABILIZATION:
THE PURPOSE OF SOIL STABILIZATION IS TO PREVENT SOIL FROM LEAVING THE SITE. IN THE NATURAL CONDITION, SOIL IS STABILIZED BY NATIVE VEGETATION. THE PRIMARY TECHNIQUES TO BE USED AT THIS PROJECT FOR STABILIZATION AFTER CONSTRUCTION WILL BE TO PROVIDE PROTECTIVE TURF GRASS OR PAVEMENT.

NOTES:
ACCESS SHALL BE PROVIDED BY AN UNOBSTRUCTED ALL WEATHER DRIVING SURFACE CAPABLE OF SUPPORTING THE LOADS IMPOSED BY RESPONDING APPARATUS OF NOT LESS THAN 20 FEET AND SHALL BE MAINTAINED DURING CONSTRUCTION (SEE FIGURE 2). THE LOCATION OF EROSION CONTROL FEATURES SHOWN ON THIS PLAN REPRESENTS MINIMUM REQUIREMENTS. DEPENDING UPON THE CONTRACTORS OPERATIONS, IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO INSTALL AND MAINTAIN ANY NECESSARY EROSION CONTROL FACILITIES NEEDED TO CONTROL EROSION OR THE DISCHARGE OF TURBIDITY INTO DOWNSTREAM WATERS OR ADJACENT PROPERTY.



		
		
		
		
		
		
		
	CITY COMMENTS	01/28/21
	CITY COMMENTS	10/30/20
DATE:		08/31/20
DESIGN/DRAWN:		ALS/DR



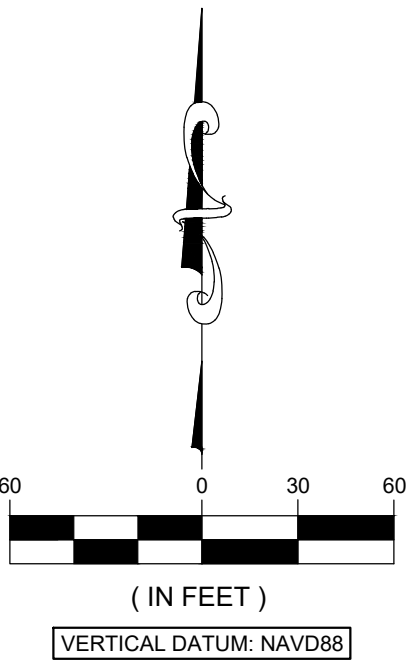


312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159

CERTIFICATE OF PROFESSIONAL ENGINEERS
BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING
BUSINESS AUTHORIZATION: LB0004905

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CITY COMMENTS		01/28/2017
CITY COMMENTS		10/30/2016
DATE:		08/31/2016
DESIGN/DRAWN:		ALS/DR

PROJECT TITLE

CIRRUS

SHEET TITLE

MAINTENANCE OF TRAFFIC (MOT) DURING CONSTRUCTION

PROJECT NO.

11545

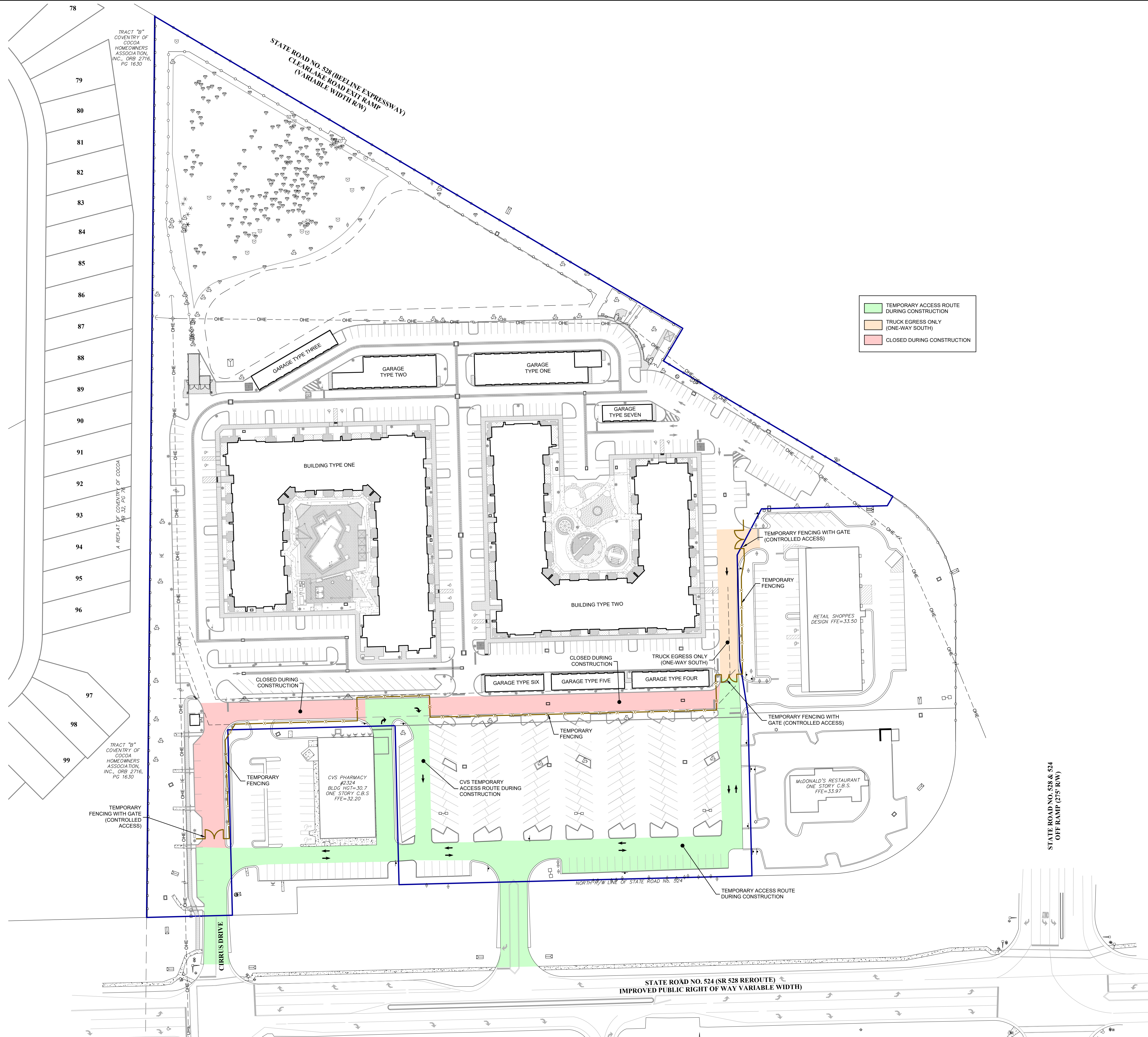
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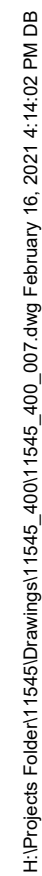
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SHEET

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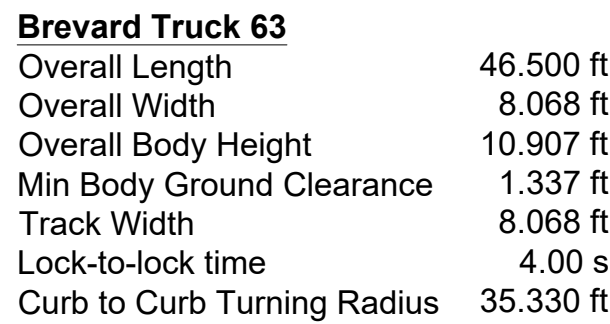
SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SHEET FOR ALL DETAILS.



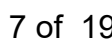


**SEE SHEET 8 FOR SITE DIMENSIONING AND
SIGNING AND MARKING INFORMATION**

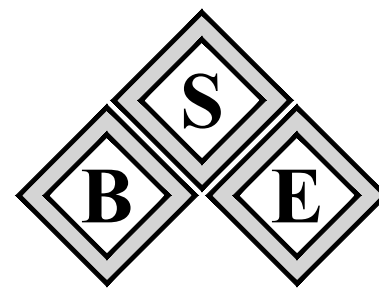
1. NFPA 1 18.2.4.1.1 "THE REQUIRED WIDTH OF A FIRE DEPARTMENT ACCESS ROAD SHALL NOT BE OBSTRUCTED IN ANY MANNER, INCLUDING BY THE PARKING OF VEHICLES."
2. NFPA 1 18.5.7.1 A 36 IN. (914 MM) CLEAR SPACE SHALL BE MAINTAINED AROUND THE CIRCUMFERENCE OF FIRE HYDRANTS EXCEPT AS OTHERWISE REQUIRED OR APPROVED.
3. NFPA 1 18.5.7.2 A CLEAR SPACE OF NOT LESS THAN 60 IN. (1524 MM) SHALL BE PROVIDED IN FRONT OF EACH HYDRANT CONNECTION HAVING A DIAMETER GREATER THAN 2-1/2 IN. (64 MM).



MINIMUM REQUIRED NUMBER OF HANDICAP STALLS = 9 STALLS
10 PROVIDED HANDICAP STALLS



SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.



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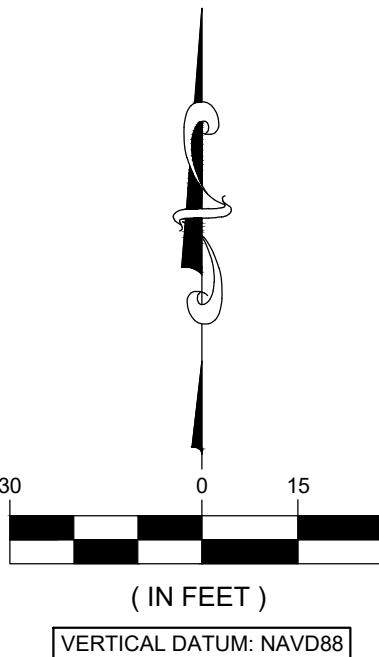
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PARKING COUNTERS

- ## STANDARD
- ## COMPACT
- ## GARAGE



DATE:	08/31/20
DESIGN/DRAWN:	ALS/DRB
PROJECT TITLE	CIRRUS
SHEET TITLE	SITE PLAN
PROJECT NO.	11545
DRAWING NO.	11545_400_008
SHEET	8 of 19

PROJECT TITLE

CIRRUS

SHEET TITLE

SITE PLAN

PROJECT NO.

11545

DRAWING NO.

11545_400_008

SHEET

8 of 19

★ LIGHT POLES/FIXTURES, LIGHTING SHALL BE DESIGNED, INSTALLED, MAINTAINED, AND DIRECTED SO AS TO AVOID GLARE ON ADJOINING PROPERTIES AND RIGHTS-OF-WAY THROUGH THE USE OF SEMI- AND FULL-CUTOFF SHIELDS. REFER TO LIGHTING PLANS PREPARED BY OTHERS FOR ADDITIONAL INFORMATION

STATE ROAD NO. 528 (REFLINE EXPRESSWAY)
CLEAR/RAKE ROAD EXIT RAMP
(VARIABLE WIDTH RW)

DOG PARK AREA. REFER TO LANDSCAPE/HARDSCAPE PLANS (BY OTHERS) FOR DETAIL

RETAIL SHOPPES
DESIGN FFE=33.50

MCDONALD'S RESTAURANT
ONE STORY C.B.S.
FFE=33.97

CVS PHARMACY #2324
BLDG HOI=30.7
ONE STORY C.B.S
FFE=32.20

EXISTING
POND STAGES
TOP OF BANK =30.10
WHL =27.10
ANNUAL =27.61
10YR =26.58
25YR =26.95
100YR =26.48

BENCHMARK #2
SSM4 RIM=30.32

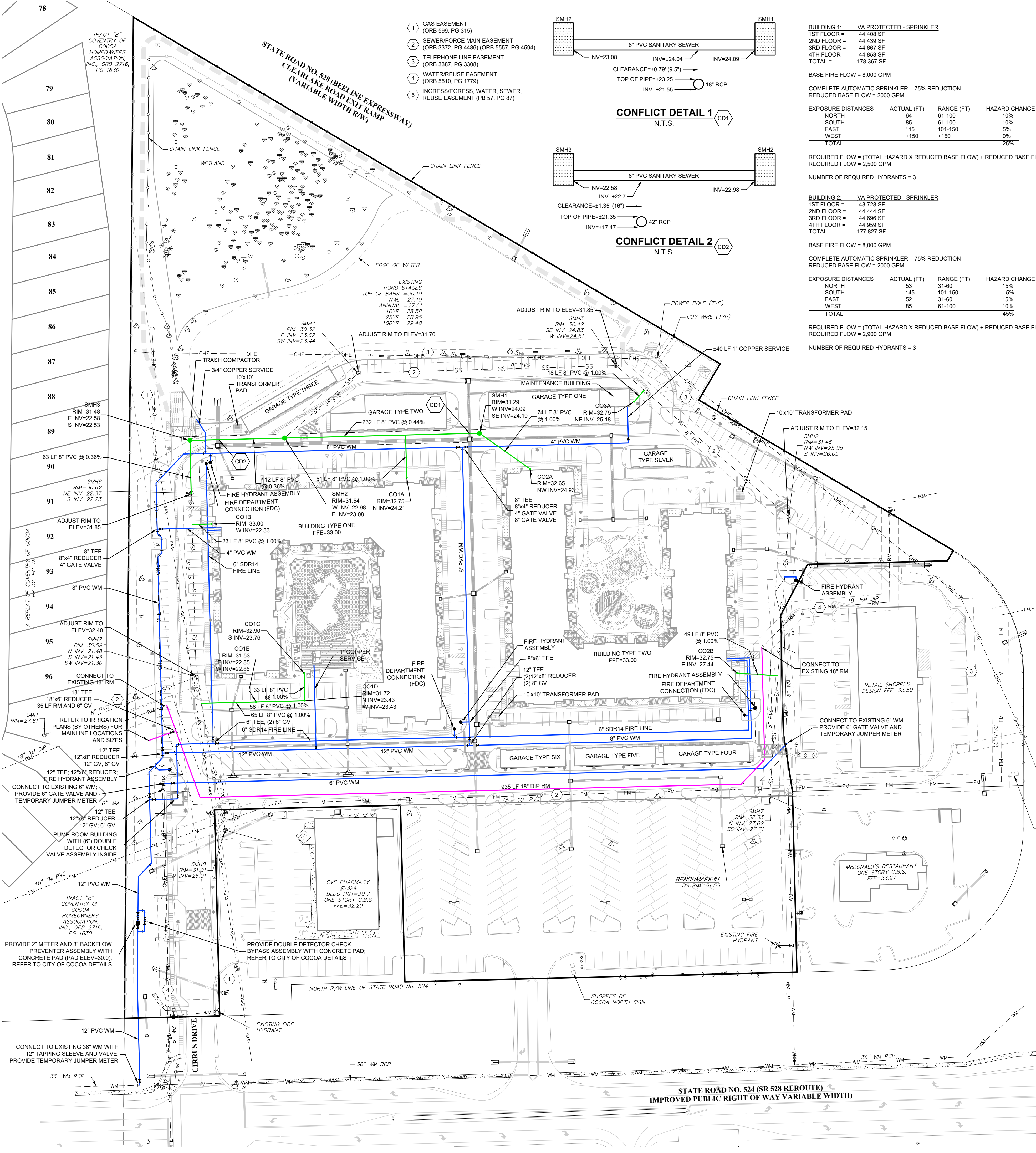
BENCHMARK #1
DS RIM=31.55

TRACT "B"
COVENANT OF
COCOA
HOMEOWNERS
ASSOCIATION,
INC., ORG 2716,
PG 1630

H:\Projects Folder\11545\Drawings\11545_400_008.dwg February 16, 2021 4:16:04 PM DB

SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE. ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.
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BUILDING 1: VA PROTECTED - SPRINKLER
1ST FLOOR = 44,408 SF
2ND FLOOR = 44,439 SF
3RD FLOOR = 44,607 SF
4TH FLOOR = 44,633 SF
TOTAL = 178,367 SF

BASE FIRE FLOW = 8,000 GPM

COMPLETE AUTOMATIC SPRINKLER = 75% REDUCTION
REDUCED BASE FLOW = 2,000 GPM

EXPOSURE DISTANCES	ACTUAL (FT)	RANGE (FT)	HAZARD CHANGE
NORTH	64	61-100	10%
SOUTH	85	61-100	10%
EAST	115	101-150	5%
WEST	+150	+150	0%
TOTAL			25%

REQUIRED FLOW = (TOTAL HAZARD X REDUCED BASE FLOW) + REDUCED BASE FLOW
REQUIRED FLOW = 2,500 GPM

NUMBER OF REQUIRED HYDRANTS = 3

BUILDING 2: VA PROTECTED - SPRINKLER
1ST FLOOR = 43,728 SF
2ND FLOOR = 44,444 SF
3RD FLOOR = 44,696 SF
4TH FLOOR = 44,599 SF
TOTAL = 177,827 SF

BASE FIRE FLOW = 8,000 GPM

COMPLETE AUTOMATIC SPRINKLER = 75% REDUCTION
REDUCED BASE FLOW = 2,000 GPM

EXPOSURE DISTANCES	ACTUAL (FT)	RANGE (FT)	HAZARD CHANGE
NORTH	53	31-60	15%
SOUTH	145	101-150	5%
EAST	52	31-60	15%
WEST	85	61-100	10%
TOTAL			45%

REQUIRED FLOW = (TOTAL HAZARD X REDUCED BASE FLOW) + REDUCED BASE FLOW
REQUIRED FLOW = 2,900 GPM

NUMBER OF REQUIRED HYDRANTS = 3

CITY OF COCOA GENERAL NOTES:
1. ALL WATER MAIN CONSTRUCTION SHALL BE PER CITY OF COCOA CRITERIA.

2. VALVE AND TEE LOCATIONS ARE SHOWN FOR GRAPHIC CLARITY ONLY. PER CITY OF COCOA CRITERIA, ALL VALVES SHALL BE LOCATED ADJACENT TO TEES (WITHIN 2') WHEREVER POSSIBLE, UNLESS SPECIFICALLY LOCATED OTHERWISE.
3. WHERE APPLICABLE ALL BLOWOFFS TO BE PLACED AT PROPERTY LINE. IF OTHER FACILITIES CONFLICT (I.E. STORM DRAINAGE) BLOWOFFS TO BE SET WITHIN 3' OF PROPERTY LINE. ALL BLOWOFFS SHALL BE BRASS PER THE CITY OF COCOA CRITERIA.
4. THE FIRE HYDRANT ASSEMBLIES SHALL CONSIST OF A HYDRANT TEE, GATE VALVE, AND FIRE HYDRANT. THE GATE VALVE IS TO BE PLACED AT THE HYDRANT TEE. THIS NOTE ALSO APPLIES TO THOSE LOCATIONS WHERE THE HYDRANT IS LOCATED ACROSS THE STREET FROM THE MAIN LINE.
5. ANY SERVICE LINE LONGER THAN 60 FEET IN LENGTH WILL NEED TO BE 1". ALL OTHER SERVICE LINES SHALL BE 3/4".
6. SERVICE LINE SHALL CONSIST OF A BRONZE SERVICE SADDLE, CORPORATION STOP, TYPE "K" COPPER, AND CURB STOP.
7. UNLESS OTHERWISE NOTED ALL POTABLE WATER SERVICES TO BE 1" COPPER.
8. WATER FOR FIRE FIGHTING SHALL BE AVAILABLE FOR USE PRIOR TO COMBUSTIBLE MATERIALS BEING BROUGHT ON SITE.
9. ALL WATER MAINS SHALL BE SWABBED PER CITY OF COCOA CRITERIA.
10. TEMPORARY BLOWOFF TO CONSIST OF GATE VALVE, 20 LF OF MJ DIP, AND 2" (PIPE SIZE 2"-10") OR 4" (PIPE SIZE 12" AND LARGER) BLOWOFF. SEE CITY OF COCOA DETAIL.
11. SITE CONTRACTOR SHALL BE RESPONSIBLE FOR EXTENDING THE POTABLE WATER SERVICE TO THE LOCATIONS SHOWN, WHICH REPRESENT FUTURE WATER METER LOCATIONS. BUILDING CONTRACTOR TO EXTEND SERVICE FROM METER LOCATION TO THE BUILDING(S).
12. FIRE HYDRANTS SHALL BE AMERICAN FLOW CONTROL MODEL #B-84-B; 6", AMERICAN DARLING 5 1/4", MUELLER SUPER CENTURION 250 5 1/4" OR CLOW MEDALLION 5 1/4".
13. A TAPPING CONTRACTOR ACCEPTABLE TO THE CITY OF COCOA IS REQUIRED FOR TAPS.
14. A UTILITY CONTRACTOR IS REQUIRED FOR WATER MAIN INSTALLATION.
15. ALL 2" BLOWOFFS SHALL BE CONSTRUCTED OF BRASS PER CITY OF COCOA CRITERIA.

BREVARD COUNTY FIRE PREVENTION STANDARD NOTES:

1. WATER FOR FIRE FIGHTING SHALL BE AVAILABLE FOR USE PRIOR TO COMBUSTIBLE MATERIALS BEING BROUGHT ON SITE.
2. FIRE HYDRANTS SHALL BE INDICATED WITH A BLUE ROADWAY REFLECTOR, PLACED 1 FOOT OFF THE CENTERLINE OF THE ROAD FACING THE HYDRANT. THIS INCLUDES NEW AND EXISTING SOURCES.
3. LANDSCAPING SHALL NOT BE LOCATED WITHIN 7.5 FEET SIDE & FRONT AND 4.5' TO THE REAR OF ANY FIRE HYDRANT OR FIRE DEPARTMENT CONNECTION. LANDSCAPING SHALL NOT VISIBLY OR PHYSICALLY OBSTRUCT FIRE HYDRANT LOCATIONS.
4. ACCESS SHALL BE PROVIDED BY AN UNOBSTRUCTED ALL WEATHER DRIVING SURFACE CAPABLE OF SUPPORTING THE LOADS IMPOSED BY RESPONDING APPARATUS (32 TONS) AND BE NOT LESS THAN 20 FEET IN WIDTH, AND SHALL BE MAINTAINED DURING CONSTRUCTION.
5. ALL HYDRANTS SHALL BE READILY ACCESSIBLE WITHOUT THE NEED TO TRAVERSE SWALES, DITCHES, ETC.
6. NEW FIRE HYDRANTS SHALL BE POSITIONED NOT MORE THAN 8', NOR LESS THAN 6' OFF THE EDGE OF PAVEMENT. THE CENTERLINE OF THE STEAMER CONNECTION (4 1/2") SHALL BE POSITIONED BETWEEN 18" - 24" ABOVE THE FINISHED GRADE.
7. ALL CONTROL VALVES FOR ANY FIRE SPRINKLER SYSTEM SHALL BE ELECTRONICALLY MONITORED.

GENERAL NOTES:

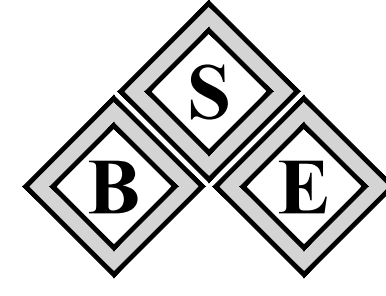
1. EXISTING UNDERGROUND UTILITIES SHALL BE RELOCATED AS REQUIRED.

GENERAL FIRE NOTES

1. NFPA 1 18.2.4.1.1 "THE REQUIRED WIDTH OF A FIRE DEPARTMENT ACCESS ROAD SHALL NOT BE OBSTRUCTED IN ANY MANNER, INCLUDING BY THE PARKING OF VEHICLES."
2. NFPA 1 18.5.7.1 A 36 IN. (914 MM) CLEAR SPACE SHALL BE MAINTAINED AROUND THE CIRCUMFERENCE OF FIRE HYDRANTS EXCEPT AS OTHERWISE REQUIRED OR APPROVED.
3. NFPA 1 18.5.7.2 A CLEAR SPACE OF NOT LESS THAN 60 IN. (1524 MM) SHALL BE PROVIDED IN FRONT OF EACH HYDRANT CONNECTION HAVING A DIAMETER GREATER THAN 2-1/2 IN. (64 MM).

PIPE DEFLECTION NOTES

ALL PIPE DEFLECTIONS SHALL BE PER THE MANUFACTURER'S RECOMMENDATIONS AND AWWA REQUIREMENTS FOR MAXIMUM DEFLECTION. CONTRACTOR SHALL INCORPORATE THE APPROPRIATE FITTINGS ON PIPE DEFLECTIONS (IN ACCORDANCE WITH PIPE MANUFACTURER'S RECOMMENDATIONS) TO COMPLETE THE INSTALLATION OF ALL WATER MAIN PIPES CONSISTENT WITH THE LOCATIONS DEPICTED UPON THESE PLANS.

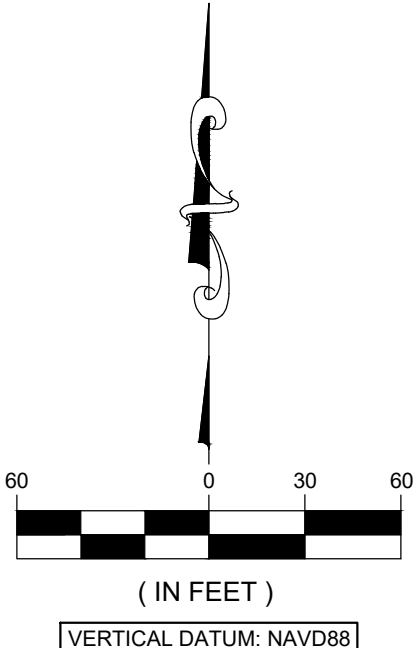


B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING -
LAND SURVEYING

312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 726-3674 FAX: (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS
BUSINESS AUTHORIZATION: 4005
CERTIFICATE OF LAND SURVEYING
BUSINESS AUTHORIZATION: LB0004005

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951



DATE:	08/31/20
DESIGN/DRAWN:	ALS/DRB

PROJECT TITLE

CIRRUS

SHEET TITLE

UTILITY PLAN

PROJECT NO.

11545

DRAWING NO.

11545_400_009

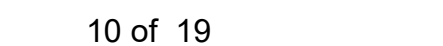
SHEET

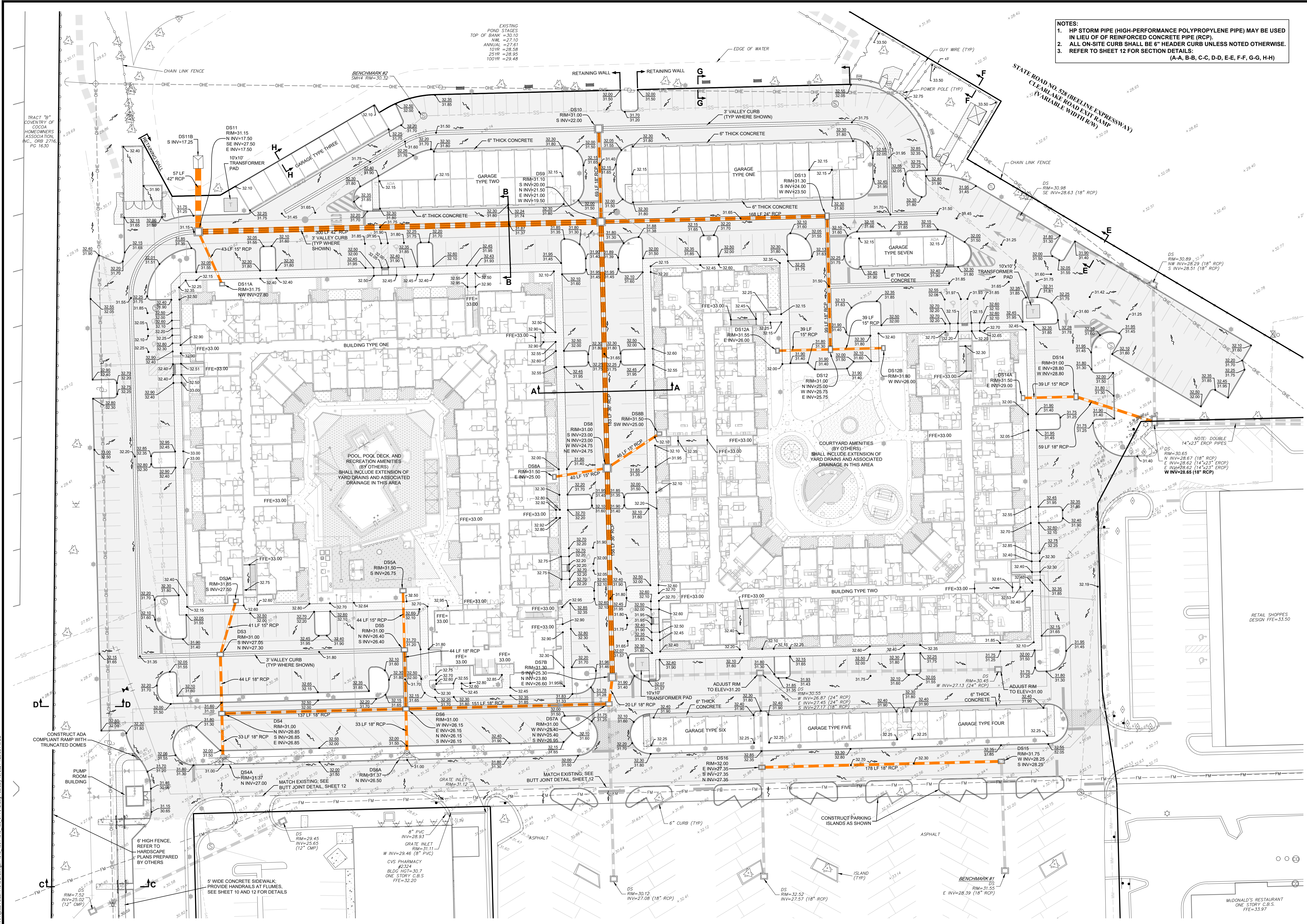
9 of 19



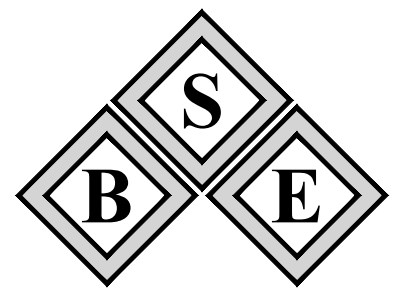
NOTES:

1. HP STORM PIPE (HIGH-PERFORMANCE POLYPROPYLENE PIPE) MAY BE USED IN LIEU OF OF REINFORCED CONCRETE PIPE (RCP).
2. REFER TO SHEET 12 FOR SECTION DETAILS:
(A-A, B-B, C-C, D-D, E-E, F-F, G-G, H-H, I-I, J-J)





- NOTES:
1. HP STORM PIPE (HIGH-PERFORMANCE POLYPROPYLENE PIPE) MAY BE USED IN LIEU OF REINFORCED CONCRETE PIPE (RCP).
 2. ALL ON-SITE CURB SHALL BE 6" HEADER CURB UNLESS NOTED OTHERWISE.
 3. REFER TO SHEET 12 FOR SECTION DETAILS: (A-A, B-B, C-C, D-D, E-E, F-F, G-G, H-H)

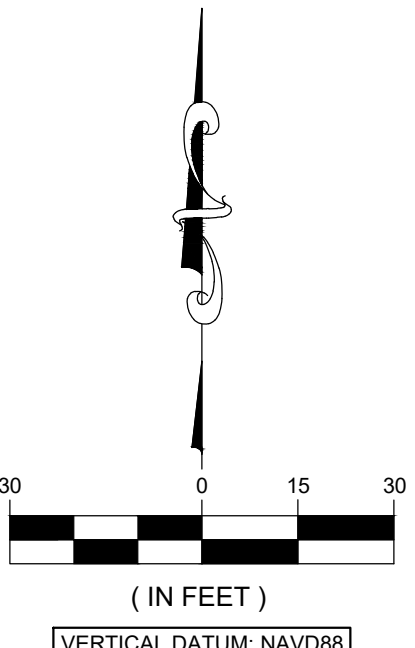


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PHONE: (321) 726-3074 FAX: (321) 723-1159
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BUSINESS AUTHORIZATION: #05
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BUSINESS AUTHORIZATION: LB0004005

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951



DATE:	08/31/20
DESIGN/DRAWN:	ALS/DRB
CITY COMMENTS:	01/28/21
CITY COMMENTS:	10/30/20

PROJECT TITLE

CIRRUS

SHEET TITLE

**PAVING,
GRADING, AND
DRAINAGE PLAN**

PROJECT NO.

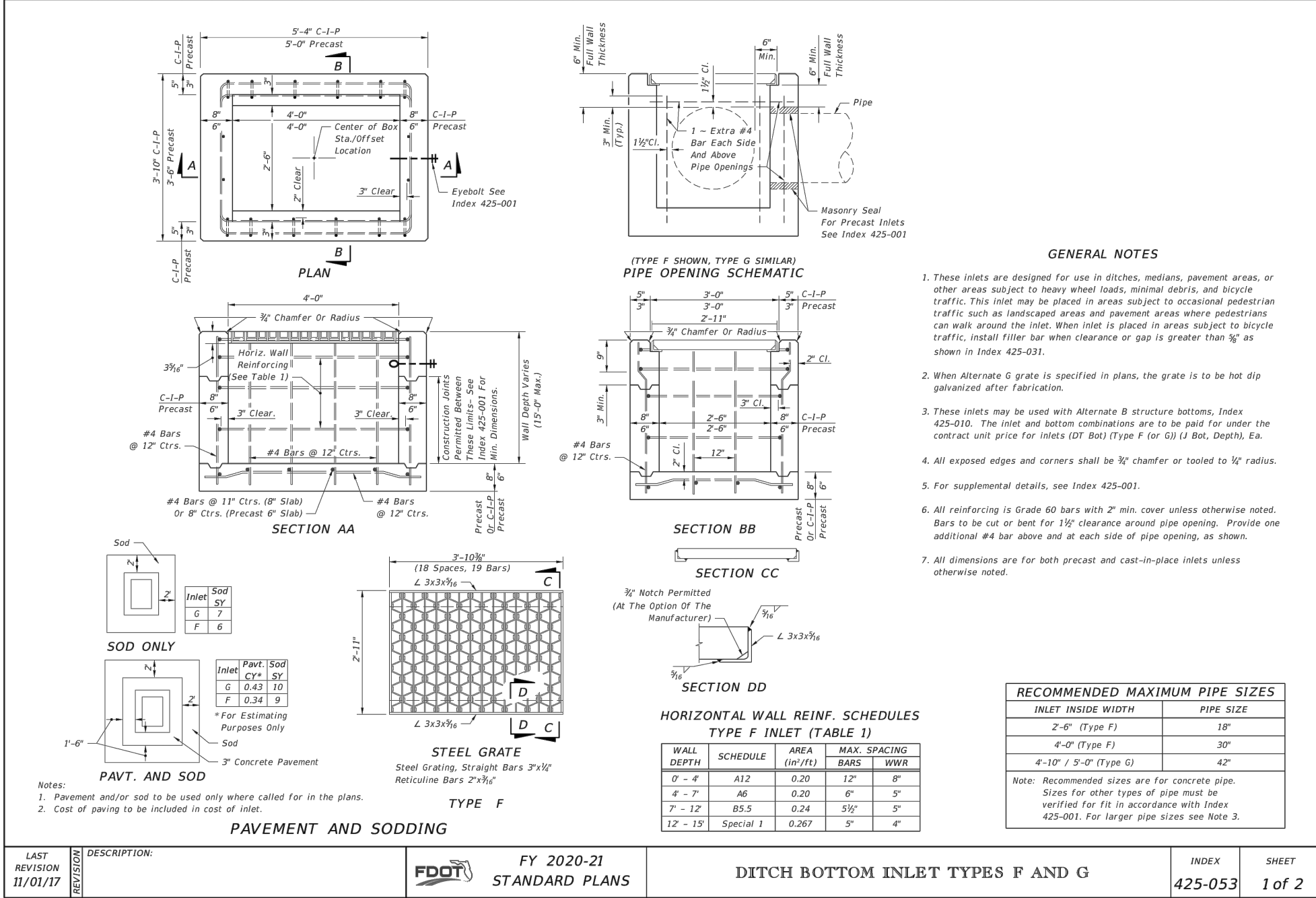
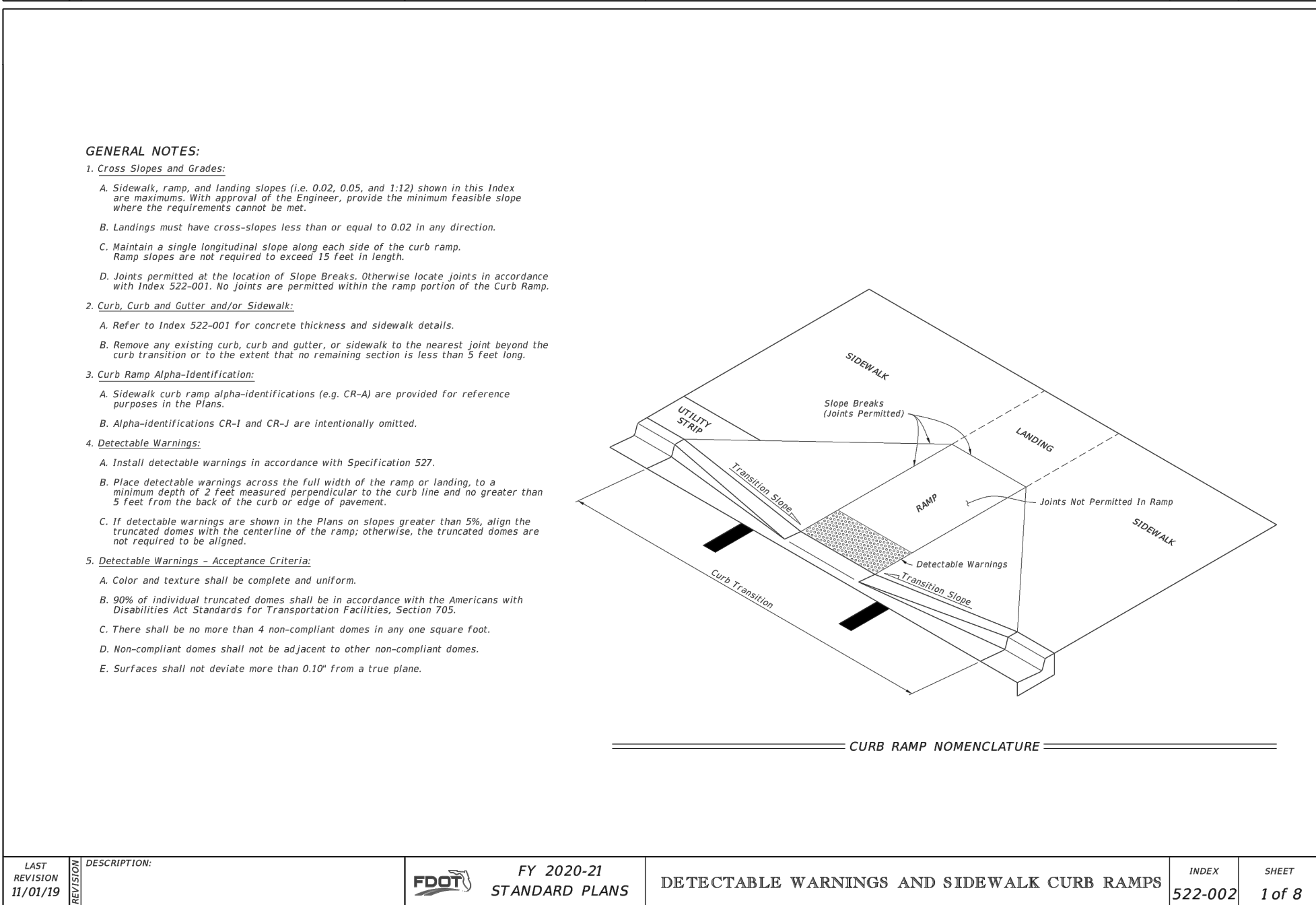
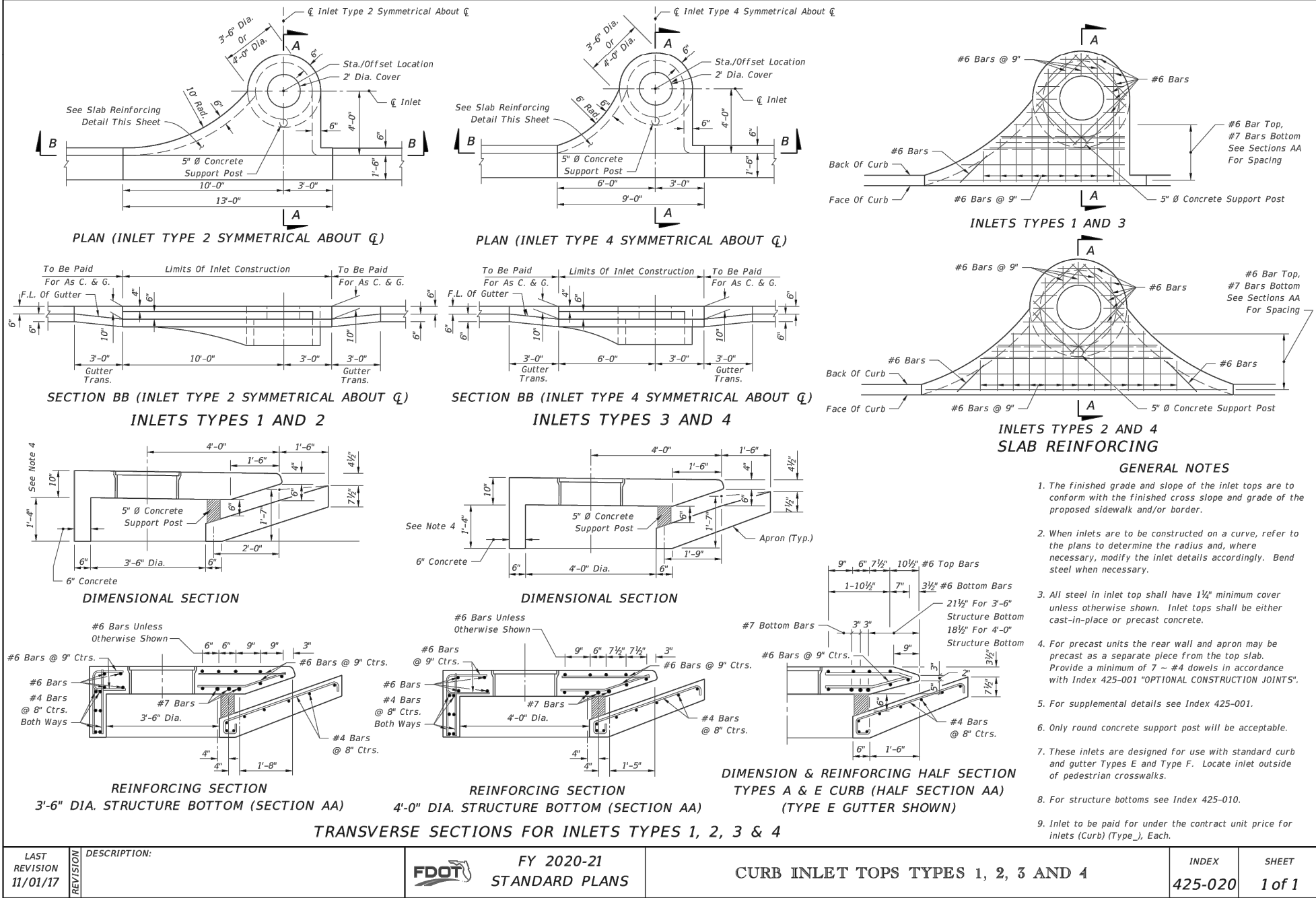
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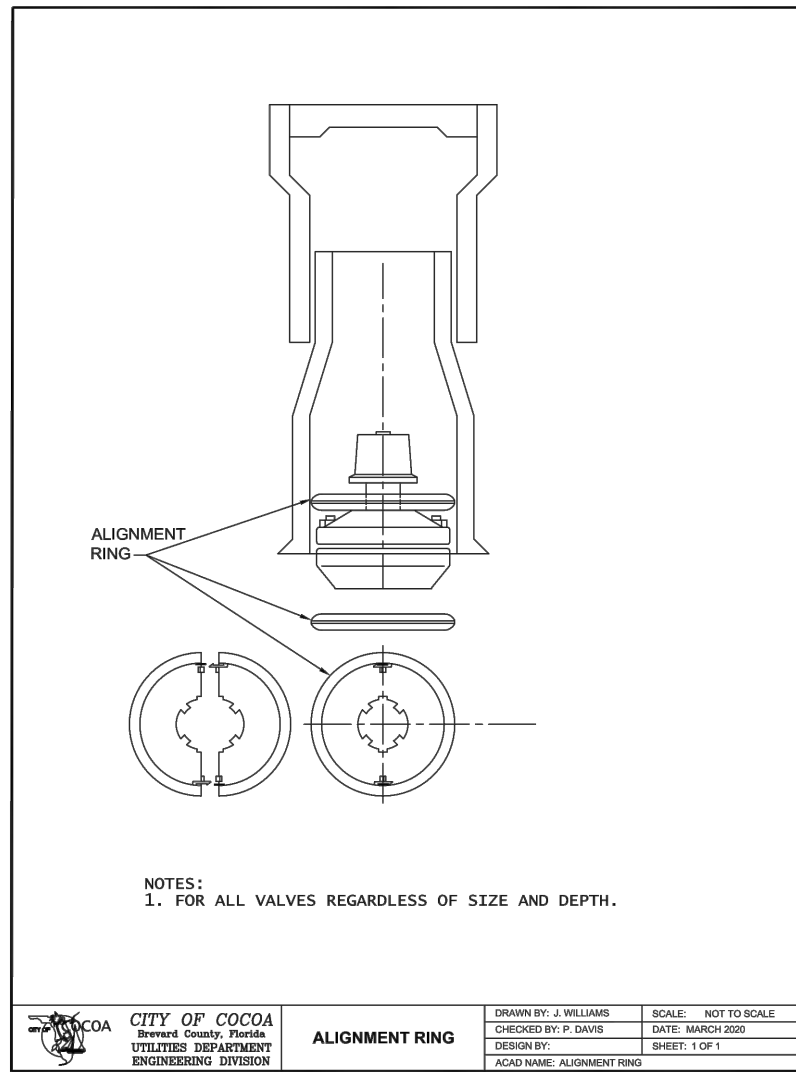
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SHEET

11 of 19





MANHOLE INVERT

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1. ALL VALVES REGARDLESS OF SIZE AND DEPTH.

2. CONCRETE PAD 6" THICK, WIDTH TO BE DETERMINED BY THE SIZE OF PIPE (18" ON EITHER SIDE OF PIPE) AND LENGTH TO BE DETERMINED BY METER STATION LENGTH.

3. CONCRETE SHALL BE 2500 PSI COMPRESSIVE STRENGTH WITH FIBERMESH REINFORCEMENT.

4. PER FDEP, ISOLATION VALVE CLOSEST TO THE WATER SOURCE WILL HAVE TWO PERMANENT TAPS AND WILL BE IN A MANHOLE.

5. 45° BENDS MAY BE USED WHEN PRIOR APPROVED BY ENGINEER.

6. ALL FITTINGS ARE RESTRAINED.

7. IN LIEU OF CONCRETE SUPPORTS, ADJUSTABLE STAINLESS STEEL SUPPORTS ALLOWED.

8. COPPER SERVICE LINE TO BE INSTALLED ON BRASS JOINTS OR WELDED JOINTS.

9. 2" BRASS MAY BE USED IN LIEU OF COPPER.

10. REFER TO GATE VALVE & VALVE BOX DETAIL.

11. REFER TO THRUST BLOCK NOTES & DETAILS.

12. 2" BLOW-OFF FOR 10" WATER MAINS AND SMALLER.

13. 4" BLOW-OFF FOR 12" WATER MAINS AND LARGER.

14. 6" BLOW-OFF FOR 18" WATER MAINS AND LARGER.

15. 8" BLOW-OFF FOR 24" WATER MAINS AND LARGER.

16. 10" BLOW-OFF FOR 30" WATER MAINS AND LARGER.

17. 12" BLOW-OFF FOR 36" WATER MAINS AND LARGER.

18. 14" BLOW-OFF FOR 42" WATER MAINS AND LARGER.

19. 16" BLOW-OFF FOR 48" WATER MAINS AND LARGER.

20. 18" BLOW-OFF FOR 54" WATER MAINS AND LARGER.

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22. 22" BLOW-OFF FOR 66" WATER MAINS AND LARGER.

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24. 26" BLOW-OFF FOR 78" WATER MAINS AND LARGER.

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27. 32" BLOW-OFF FOR 96" WATER MAINS AND LARGER.

28. 34" BLOW-OFF FOR 102" WATER MAINS AND LARGER.

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36. 50" BLOW-OFF FOR 150" WATER MAINS AND LARGER.

37. 52" BLOW-OFF FOR 156" WATER MAINS AND LARGER.

38. 54" BLOW-OFF FOR 162" WATER MAINS AND LARGER.

39. 56" BLOW-OFF FOR 168" WATER MAINS AND LARGER.

40. 58" BLOW-OFF FOR 174" WATER MAINS AND LARGER.

41. 60" BLOW-OFF FOR 180" WATER MAINS AND LARGER.

42. 62" BLOW-OFF FOR 186" WATER MAINS AND LARGER.

43. 64" BLOW-OFF FOR 192" WATER MAINS AND LARGER.

44. 66" BLOW-OFF FOR 198" WATER MAINS AND LARGER.

45. 68" BLOW-OFF FOR 204" WATER MAINS AND LARGER.

46. 70" BLOW-OFF FOR 210" WATER MAINS AND LARGER.

47. 72" BLOW-OFF FOR 216" WATER MAINS AND LARGER.

48. 74" BLOW-OFF FOR 222" WATER MAINS AND LARGER.

49. 76" BLOW-OFF FOR 228" WATER MAINS AND LARGER.

50. 78" BLOW-OFF FOR 234" WATER MAINS AND LARGER.

51. 80" BLOW-OFF FOR 240" WATER MAINS AND LARGER.

52. 82" BLOW-OFF FOR 246" WATER MAINS AND LARGER.

53. 84" BLOW-OFF FOR 252" WATER MAINS AND LARGER.

54. 86" BLOW-OFF FOR 258" WATER MAINS AND LARGER.

55. 88" BLOW-OFF FOR 264" WATER MAINS AND LARGER.

56. 90" BLOW-OFF FOR 270" WATER MAINS AND LARGER.

57. 92" BLOW-OFF FOR 276" WATER MAINS AND LARGER.

58. 94" BLOW-OFF FOR 282" WATER MAINS AND LARGER.

59. 96" BLOW-OFF FOR 288" WATER MAINS AND LARGER.

60. 98" BLOW-OFF FOR 294" WATER MAINS AND LARGER.

61. 100" BLOW-OFF FOR 300" WATER MAINS AND LARGER.

62. 102" BLOW-OFF FOR 306" WATER MAINS AND LARGER.

63. 104" BLOW-OFF FOR 312" WATER MAINS AND LARGER.

64. 106" BLOW-OFF FOR 318" WATER MAINS AND LARGER.

65. 108" BLOW-OFF FOR 324" WATER MAINS AND LARGER.

66. 110" BLOW-OFF FOR 330" WATER MAINS AND LARGER.

67. 112" BLOW-OFF FOR 336" WATER MAINS AND LARGER.

68. 114" BLOW-OFF FOR 342" WATER MAINS AND LARGER.

69. 116" BLOW-OFF FOR 348" WATER MAINS AND LARGER.

70. 118" BLOW-OFF FOR 354" WATER MAINS AND LARGER.

71. 120" BLOW-OFF FOR 360" WATER MAINS AND LARGER.

72. 122" BLOW-OFF FOR 366" WATER MAINS AND LARGER.

73. 124" BLOW-OFF FOR 372" WATER MAINS AND LARGER.

74. 126" BLOW-OFF FOR 378" WATER MAINS AND LARGER.

75. 128" BLOW-OFF FOR 384" WATER MAINS AND LARGER.

76. 130" BLOW-OFF FOR 390" WATER MAINS AND LARGER.

77. 132" BLOW-OFF FOR 396" WATER MAINS AND LARGER.

78. 134" BLOW-OFF FOR 402" WATER MAINS AND LARGER.

79. 136" BLOW-OFF FOR 408" WATER MAINS AND LARGER.

80. 138" BLOW-OFF FOR 414" WATER MAINS AND LARGER.

81. 140" BLOW-OFF FOR 420" WATER MAINS AND LARGER.

82. 142" BLOW-OFF FOR 426" WATER MAINS AND LARGER.

83. 144" BLOW-OFF FOR 432" WATER MAINS AND LARGER.

84. 146" BLOW-OFF FOR 438" WATER MAINS AND LARGER.

85. 148" BLOW-OFF FOR 444" WATER MAINS AND LARGER.

86. 150" BLOW-OFF FOR 450" WATER MAINS AND LARGER.

87. 152" BLOW-OFF FOR 456" WATER MAINS AND LARGER.

88. 154" BLOW-OFF FOR 462" WATER MAINS AND LARGER.

89. 156" BLOW-OFF FOR 468" WATER MAINS AND LARGER.

90. 158" BLOW-OFF FOR 474" WATER MAINS AND LARGER.

91. 160" BLOW-OFF FOR 480" WATER MAINS AND LARGER.

92. 162" BLOW-OFF FOR 486" WATER MAINS AND LARGER.

93. 164" BLOW-OFF FOR 492" WATER MAINS AND LARGER.

94. 166" BLOW-OFF FOR 498" WATER MAINS AND LARGER.

95. 168" BLOW-OFF FOR 504" WATER MAINS AND LARGER.

96. 170" BLOW-OFF FOR 510" WATER MAINS AND LARGER.

97. 172" BLOW-OFF FOR 516" WATER MAINS AND LARGER.

98. 174" BLOW-OFF FOR 522" WATER MAINS AND LARGER.

99. 176" BLOW-OFF FOR 528" WATER MAINS AND LARGER.

100. 178" BLOW-OFF FOR 534" WATER MAINS AND LARGER.

101. 180" BLOW-OFF FOR 540" WATER MAINS AND LARGER.

102. 182" BLOW-OFF FOR 546" WATER MAINS AND LARGER.

103. 184" BLOW-OFF FOR 552" WATER MAINS AND LARGER.

104. 186" BLOW-OFF FOR 558" WATER MAINS AND LARGER.

105. 188" BLOW-OFF FOR 564" WATER MAINS AND LARGER.

106. 190" BLOW-OFF FOR 570" WATER MAINS AND LARGER.

107. 192" BLOW-OFF FOR 576" WATER MAINS AND LARGER.

108. 194" BLOW-OFF FOR 582" WATER MAINS AND LARGER.

109. 196" BLOW-OFF FOR 588" WATER MAINS AND LARGER.

110. 198" BLOW-OFF FOR 594" WATER MAINS AND LARGER.

111. 200" BLOW-OFF FOR 600" WATER MAINS AND LARGER.

112. 202" BLOW-OFF FOR 606" WATER MAINS AND LARGER.

113. 204" BLOW-OFF FOR 612" WATER MAINS AND LARGER.

114. 206" BLOW-OFF FOR 618" WATER MAINS AND LARGER.

115. 208" BLOW-OFF FOR 624" WATER MAINS AND LARGER.

116. 210" BLOW-OFF FOR 630" WATER MAINS AND LARGER.

117. 212" BLOW-OFF FOR 636" WATER MAINS AND LARGER.

118. 214" BLOW-OFF FOR 642" WATER MAINS AND LARGER.

119. 216" BLOW-OFF FOR 648" WATER MAINS AND LARGER.

120. 218" BLOW-OFF FOR 654" WATER MAINS AND LARGER.

121. 220" BLOW-OFF FOR 660" WATER MAINS AND LARGER.

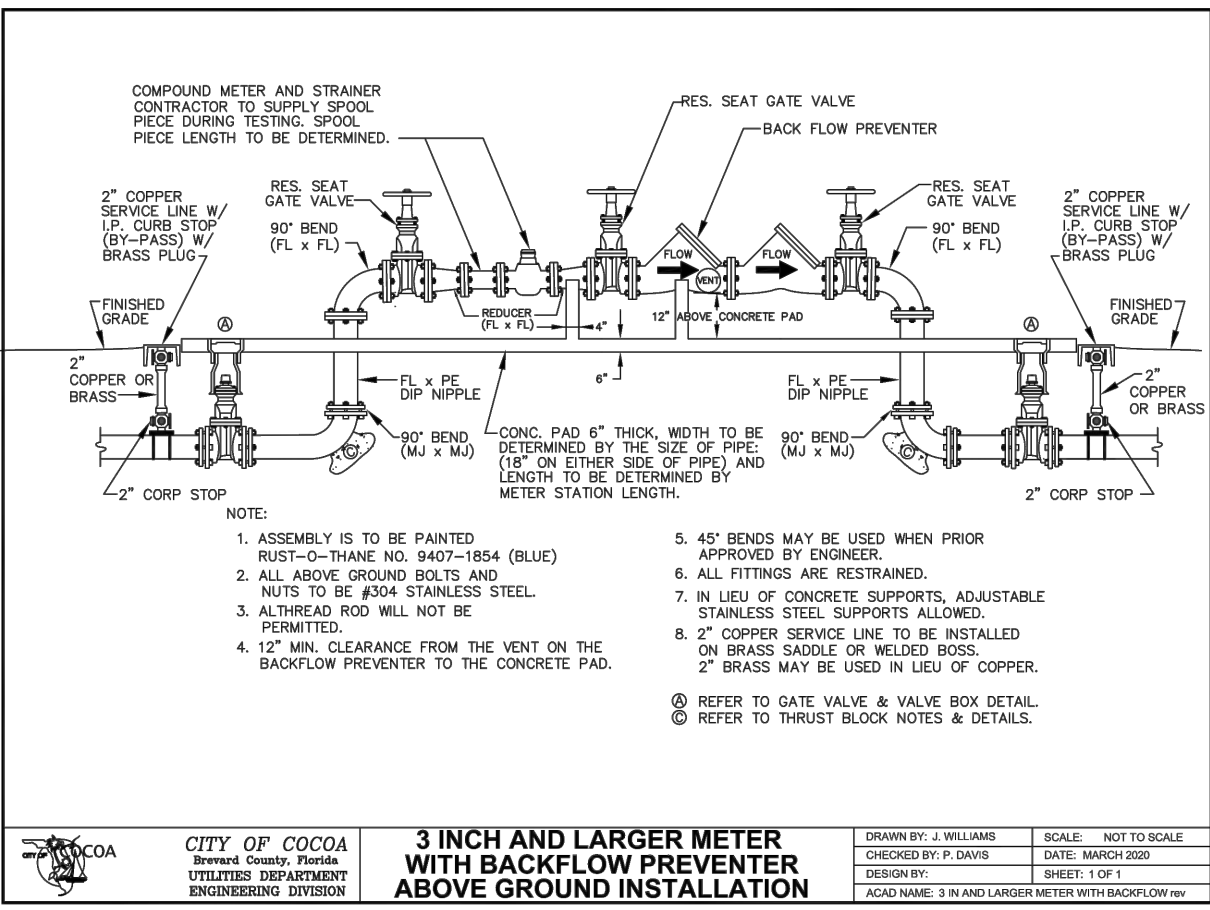
122. 222" BLOW-OFF FOR 666" WATER MAINS AND LARGER.

123. 224" BLOW-OFF FOR 672" WATER MAINS AND LARGER.

124. 226" BLOW-OFF FOR 678" WATER MAINS AND LARGER.

125. 228" BLOW-OFF FOR 684" WATER MAINS AND LARGER.

126. 230" BLOW-OFF FOR 690" WATER MAINS AND LARGER.



3 INCH AND LARGER METER WITH BACKFLOW PREVENTER ABOVE GROUND INSTALLATION

3/15/2020 11:54:40 AM 11545_400_013-010.dwg November 4, 2020 2:29:05 PM DB

1. ALL VALVES REGARDLESS OF SIZE AND DEPTH.

2. CONCRETE PAD 6" THICK, WIDTH TO BE DETERMINED BY THE SIZE OF PIPE (18" ON EITHER SIDE OF PIPE) AND LENGTH TO BE DETERMINED BY METER STATION LENGTH.

3. CONCRETE SHALL BE 2500 PSI COMPRESSIVE STRENGTH WITH FIBERMESH REINFORCEMENT.

4. PER FDEP, ISOLATION VALVE CLOSEST TO THE WATER SOURCE WILL HAVE TWO PERMANENT TAPS AND WILL BE IN A MANHOLE.

5. 45° BENDS MAY BE USED WHEN PRIOR APPROVED BY ENGINEER.

6. ALL FITTINGS ARE RESTRAINED.

7. IN LIEU OF CONCRETE SUPPORTS, ADJUSTABLE STAINLESS STEEL SUPPORTS ALLOWED.

8. COPPER SERVICE LINE TO BE INSTALLED ON BRASS JOINTS OR WELDED JOINTS.

9. 2" BRASS MAY BE USED IN LIEU OF COPPER.

10. REFER TO GATE VALVE & VALVE BOX DETAIL.

11. REFER TO THRUST BLOCK NOTES & DETAILS.

12. 2" BLOW-OFF FOR 10" WATER MAINS AND SMALLER.

13. 4" BLOW-OFF FOR 12" WATER MAINS AND LARGER.

14. 6" BLOW-OFF FOR 18" WATER MAINS AND LARGER.

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45. 68" BLOW-OFF FOR 204" WATER MAINS AND LARGER.

46. 70" BLOW-OFF FOR 210" WATER MAINS AND LARGER.

47. 72" BLOW-OFF FOR 216" WATER MAINS AND LARGER.

48. 74" BLOW-OFF FOR 222" WATER MAINS AND LARGER.

49. 76" BLOW-OFF FOR 228" WATER MAINS AND LARGER.

50. 78" BLOW-OFF FOR 234" WATER MAINS AND LARGER.

51. 80" BLOW-OFF FOR 240" WATER MAINS AND LARGER.

52. 82" BLOW-OFF FOR 246" WATER MAINS AND LARGER.

53. 84" BLOW-OFF FOR 252" WATER MAINS AND LARGER.

54. 86" BLOW-OFF FOR 258" WATER MAINS AND LARGER.

55. 88" BLOW-OFF FOR 264" WATER MAINS AND LARGER.

56. 90" BLOW-OFF FOR 270" WATER MAINS AND LARGER.

57. 92" BLOW-OFF FOR 276" WATER MAINS AND LARGER.

58. 94" BLOW-OFF FOR 282" WATER MAINS AND LARGER.

59. 96" BLOW-OFF FOR 288" WATER MAINS AND LARGER.

60. 98" BLOW-OFF FOR 294" WATER MAINS AND LARGER.

61. 100" BLOW-OFF FOR 300" WATER MAINS AND LARGER.

62. 102" BLOW-OFF FOR 306" WATER MAINS AND LARGER.

63. 104" BLOW-OFF FOR 312" WATER MAINS AND LARGER.

64. 106" BLOW-OFF FOR 318" WATER MAINS AND LARGER.

65. 108" BLOW-OFF FOR 324" WATER MAINS AND LARGER.

66. 110" BLOW-OFF FOR 330" WATER MAINS AND LARGER.

67. 112" BLOW-OFF FOR 336" WATER MAINS AND LARGER.

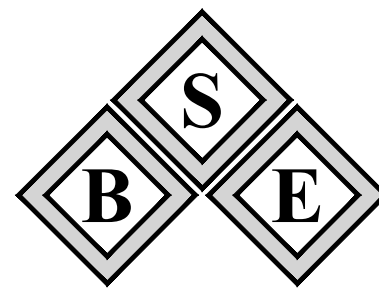
68. 114" BLOW-OFF FOR 342" WATER MAINS AND LARGER.

69. 116" BLOW-OFF FOR 348" WATER MAINS AND LARGER.

70. 118" BLOW-OFF FOR 354" WATER MAINS AND LARGER.

71. 120" BLOW-OFF FOR 360" WATER MAINS AND LARGER.

72. 122" BLOW-OFF FOR 366" WATER MAINS AND LARGER.

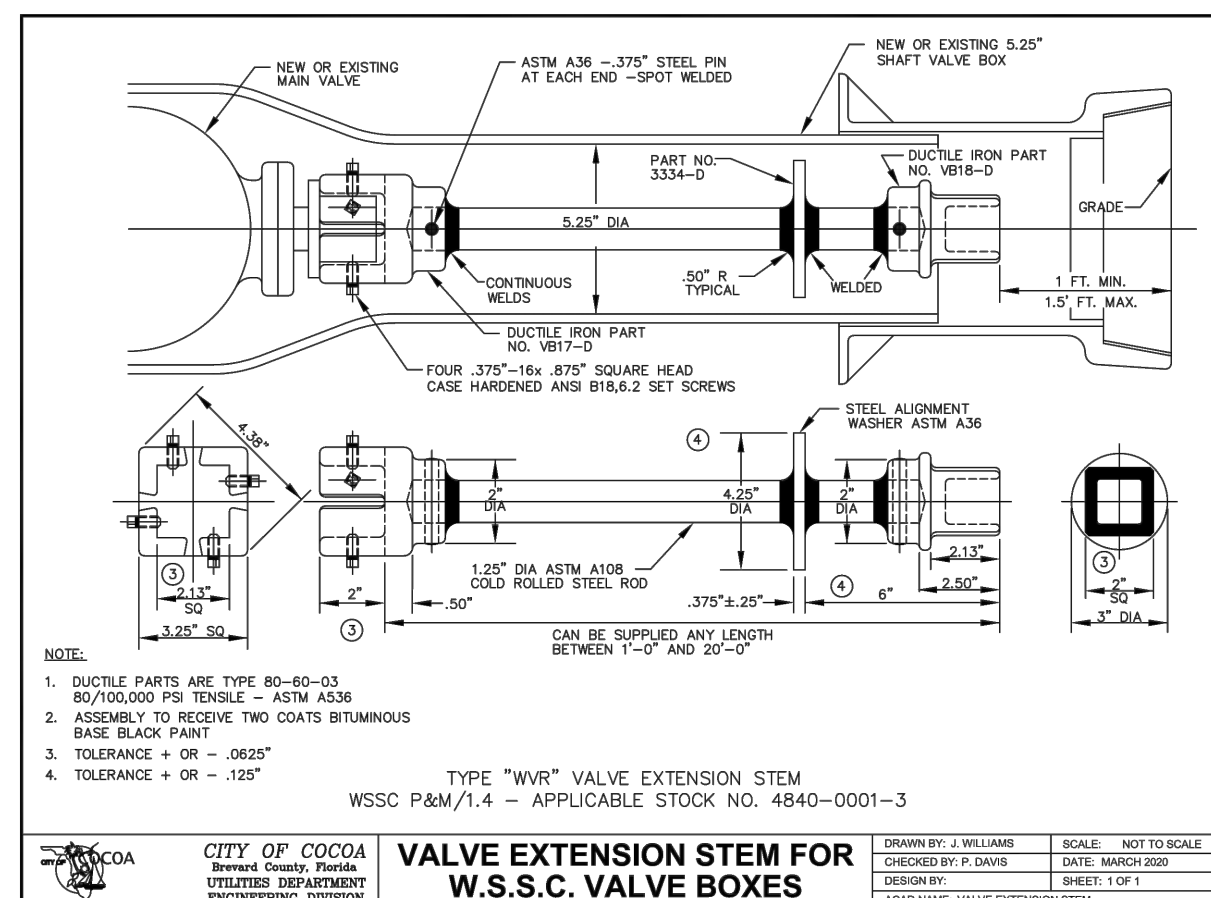
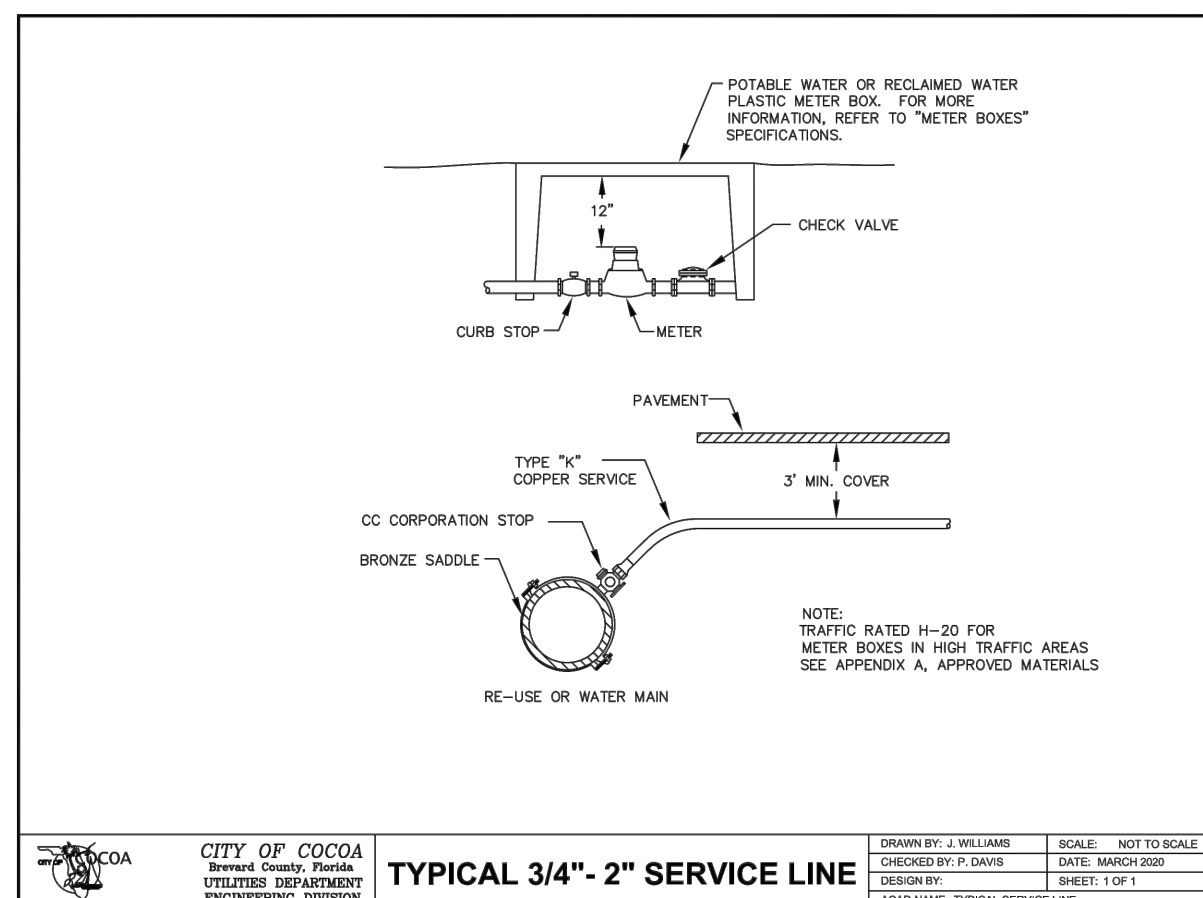
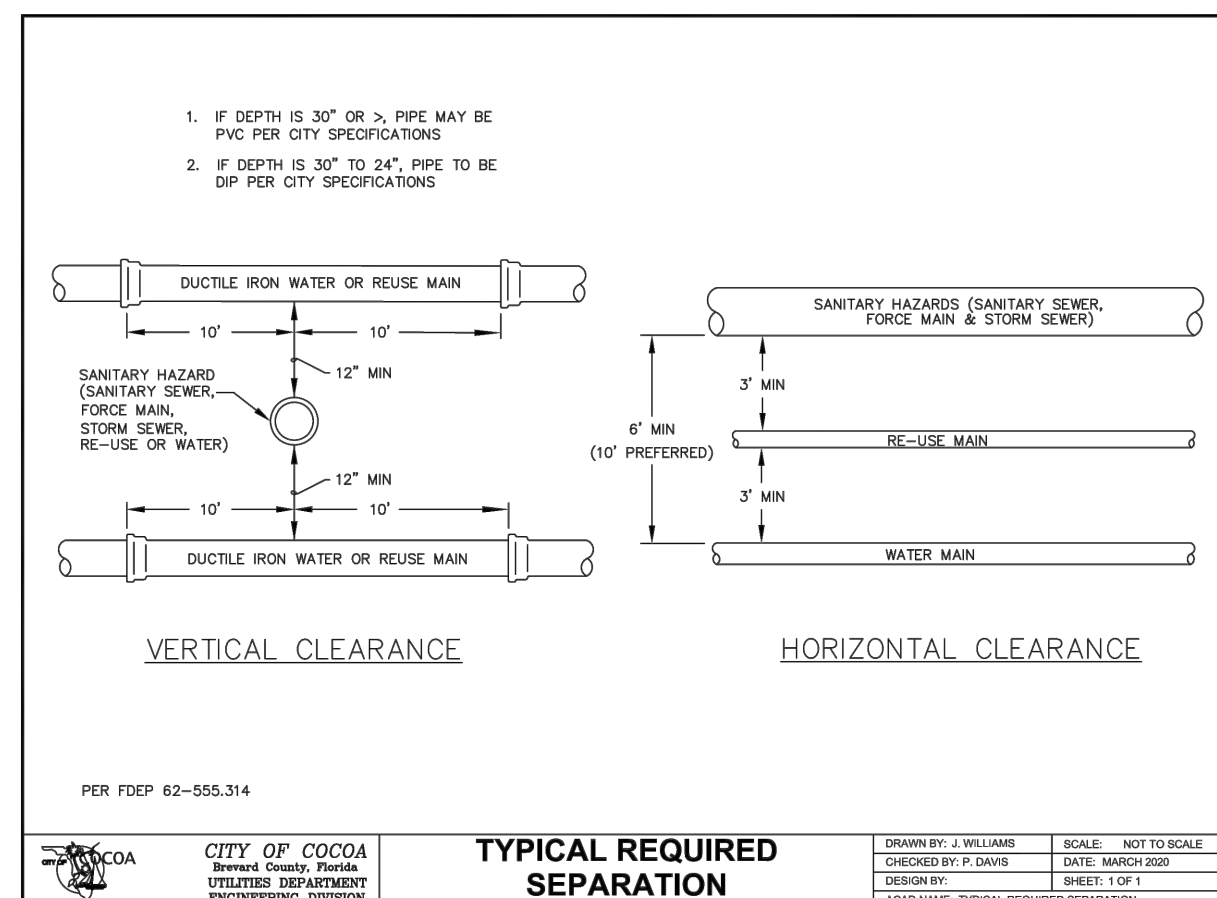
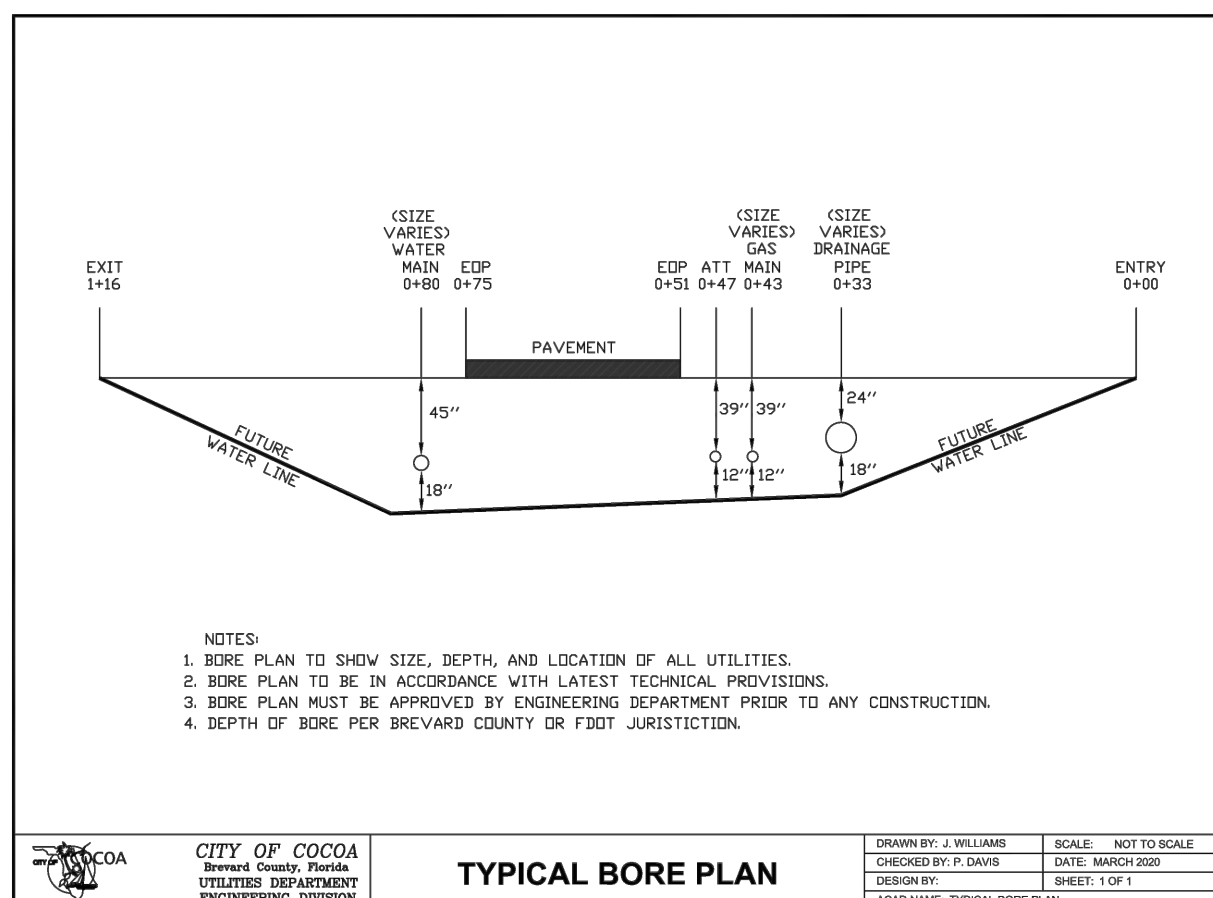
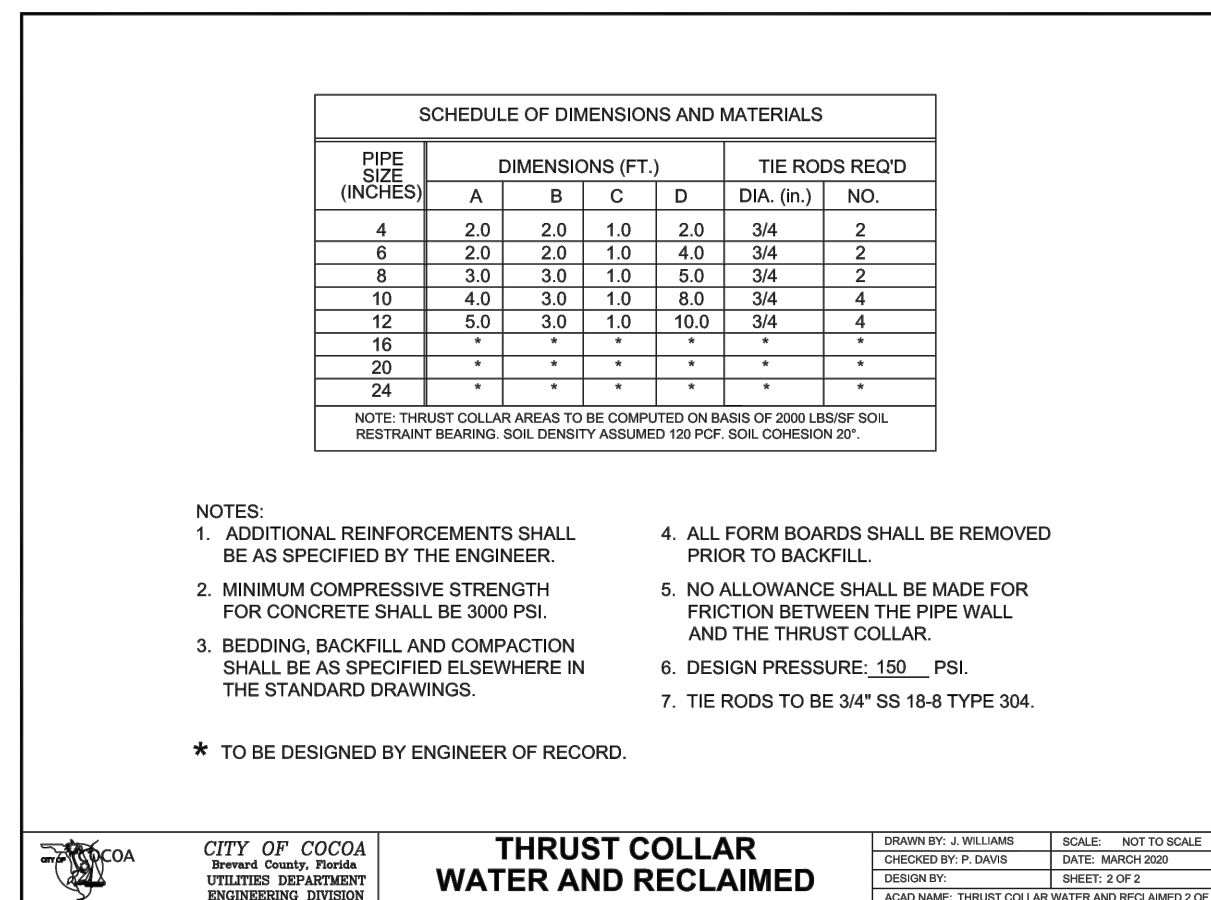
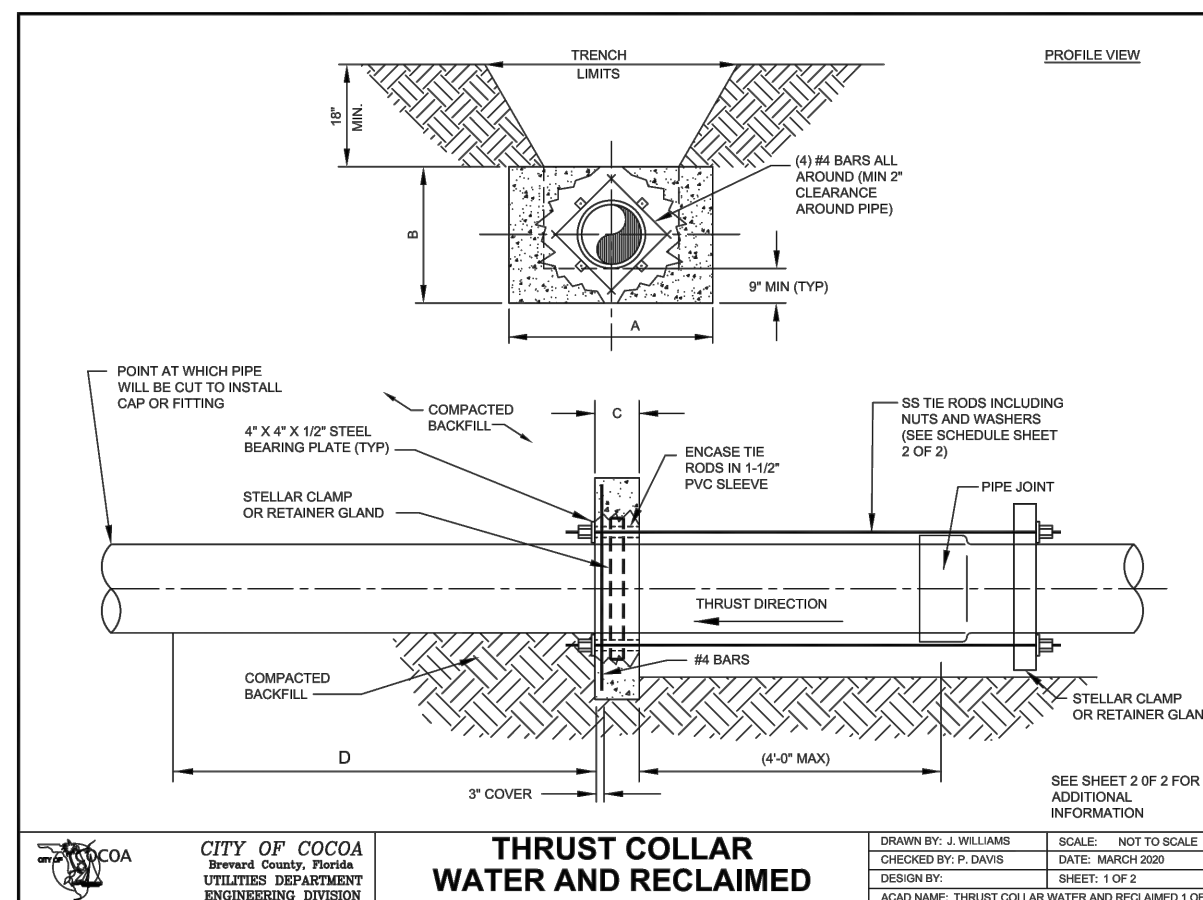
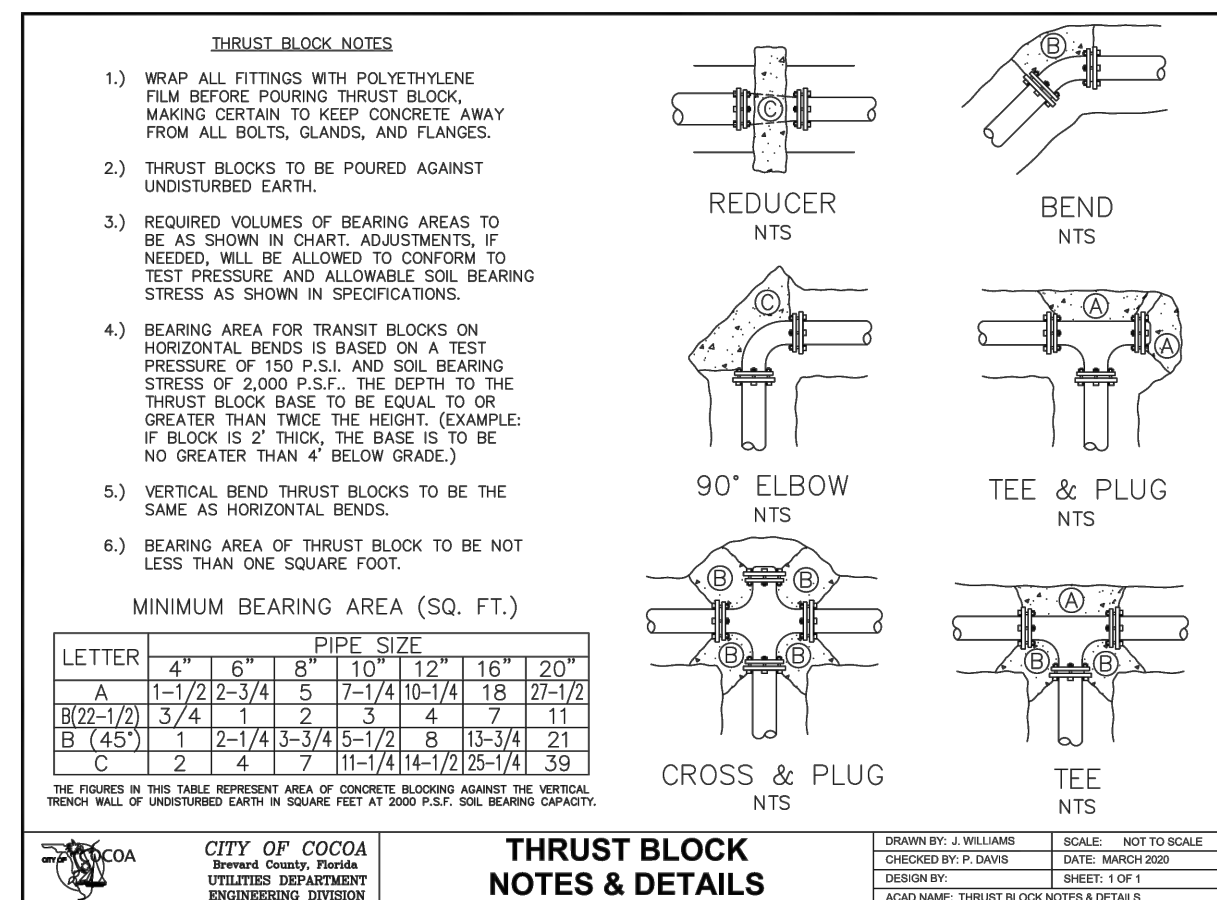
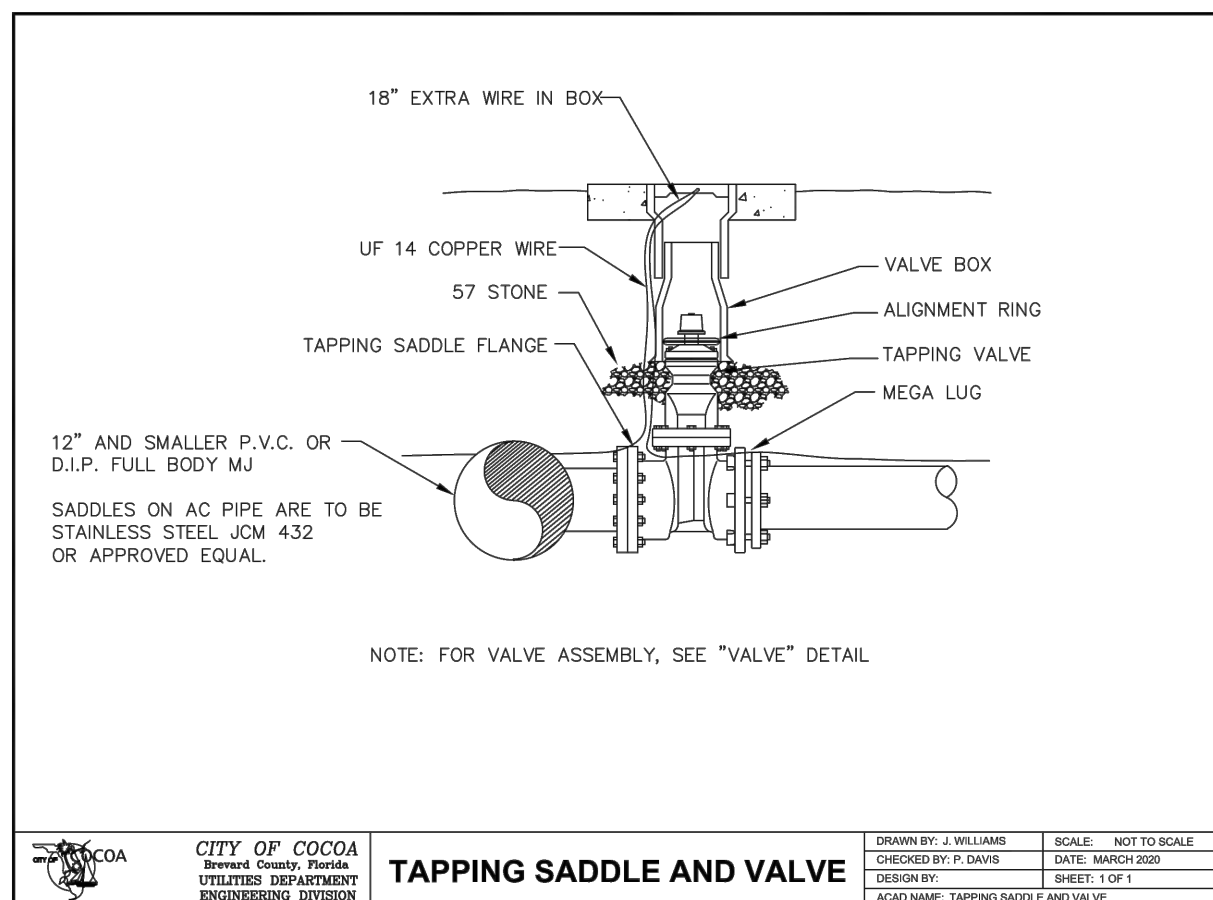
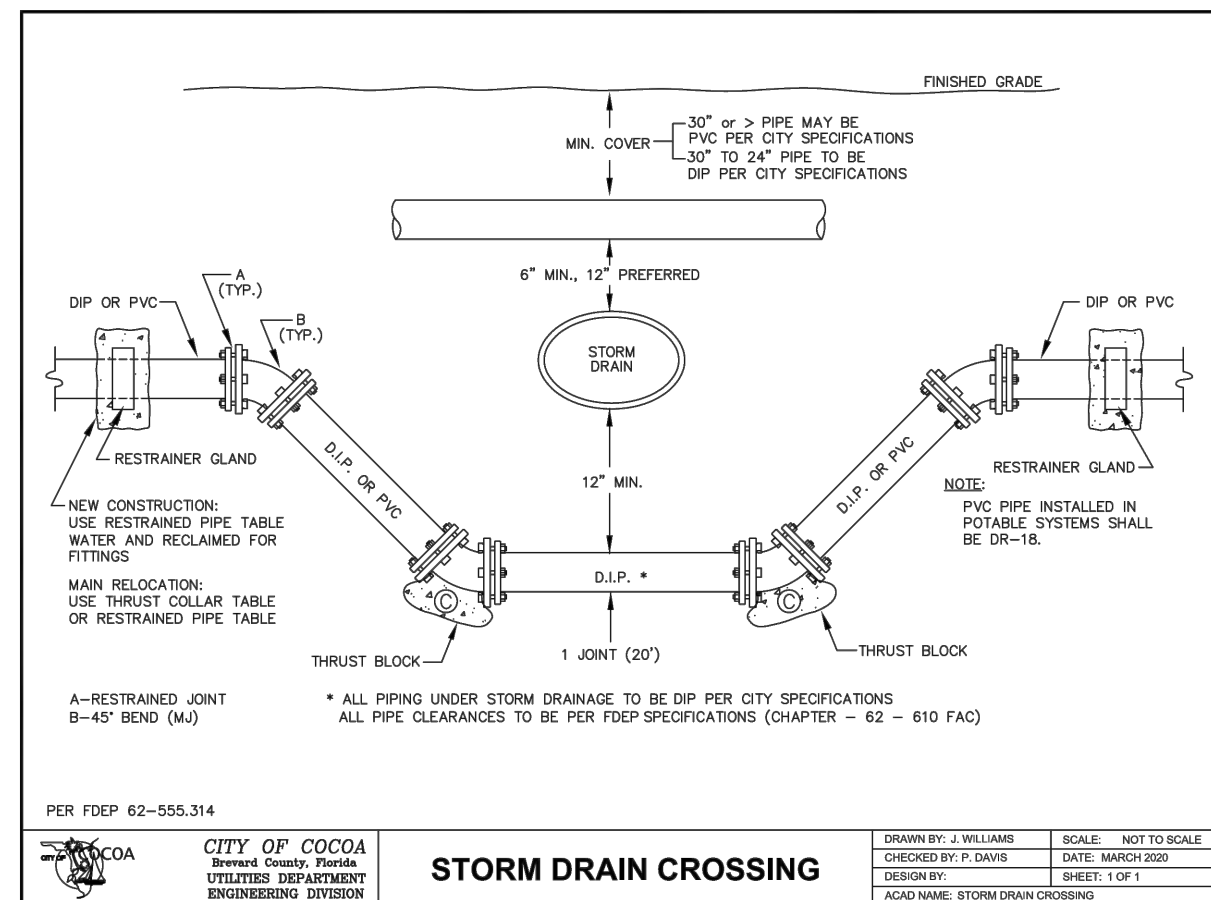
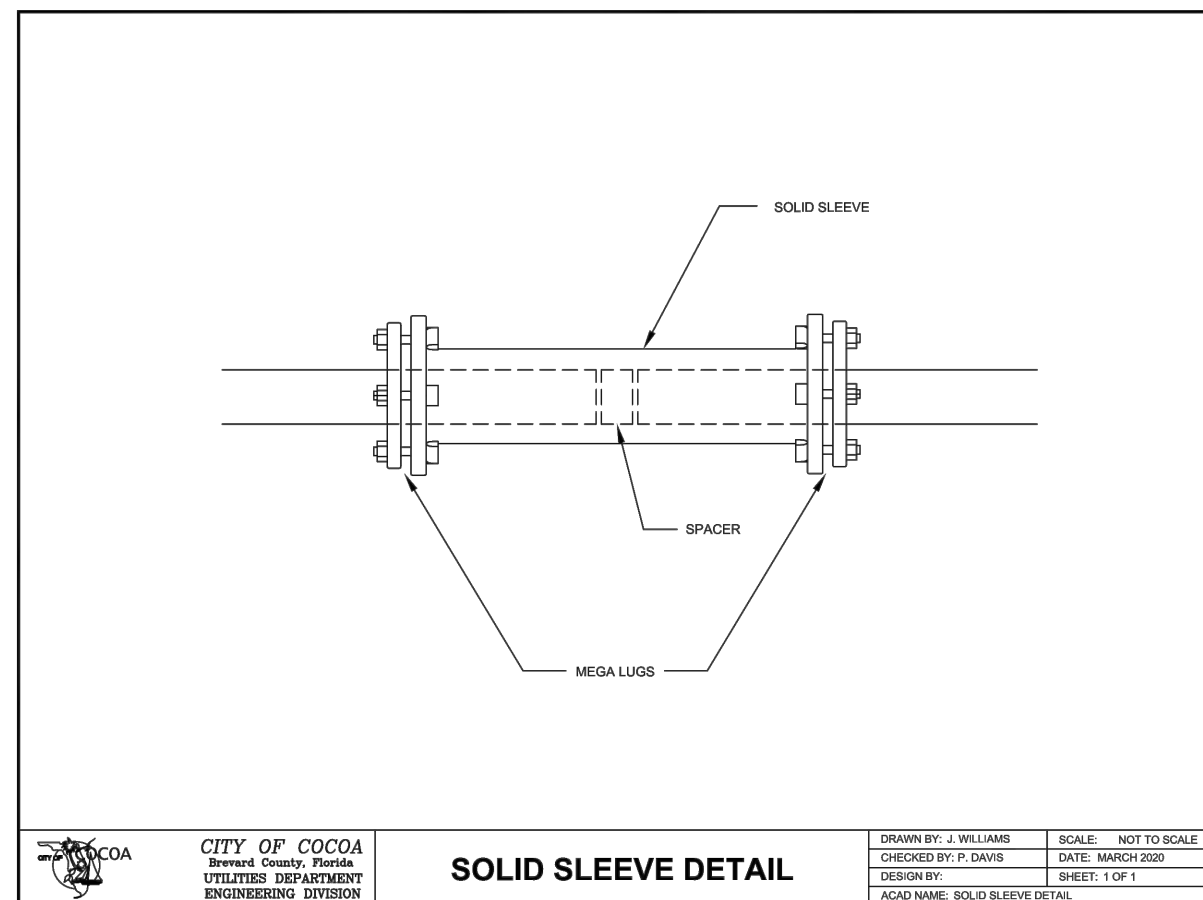
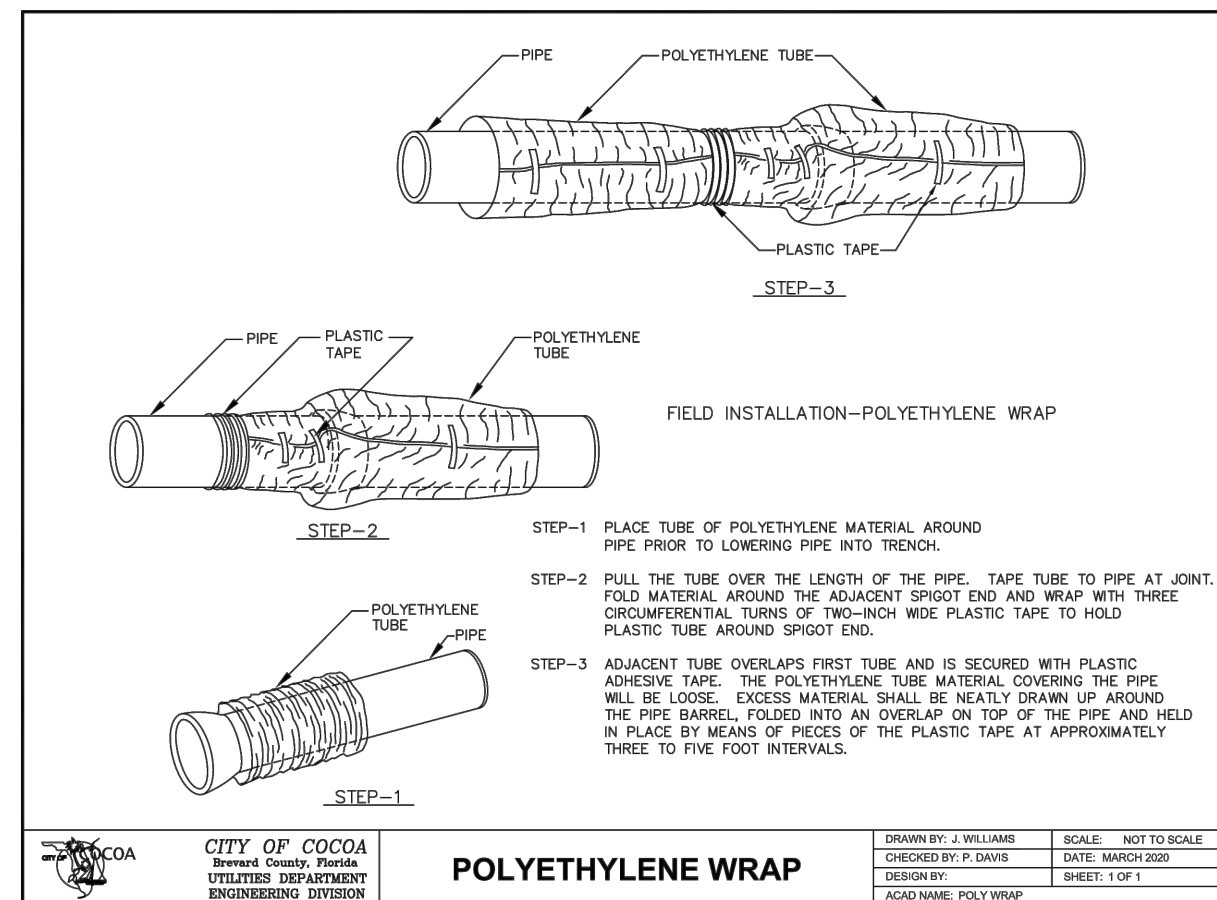
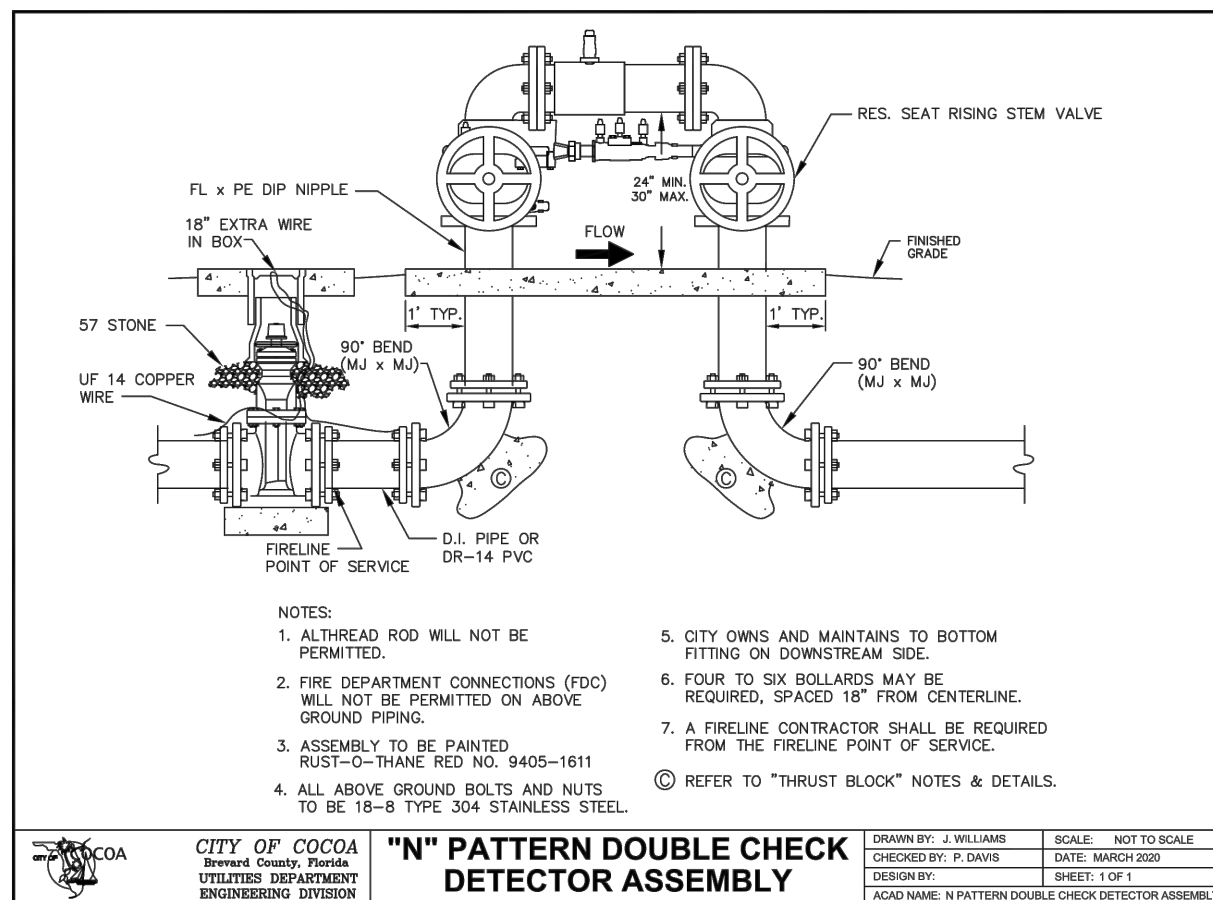
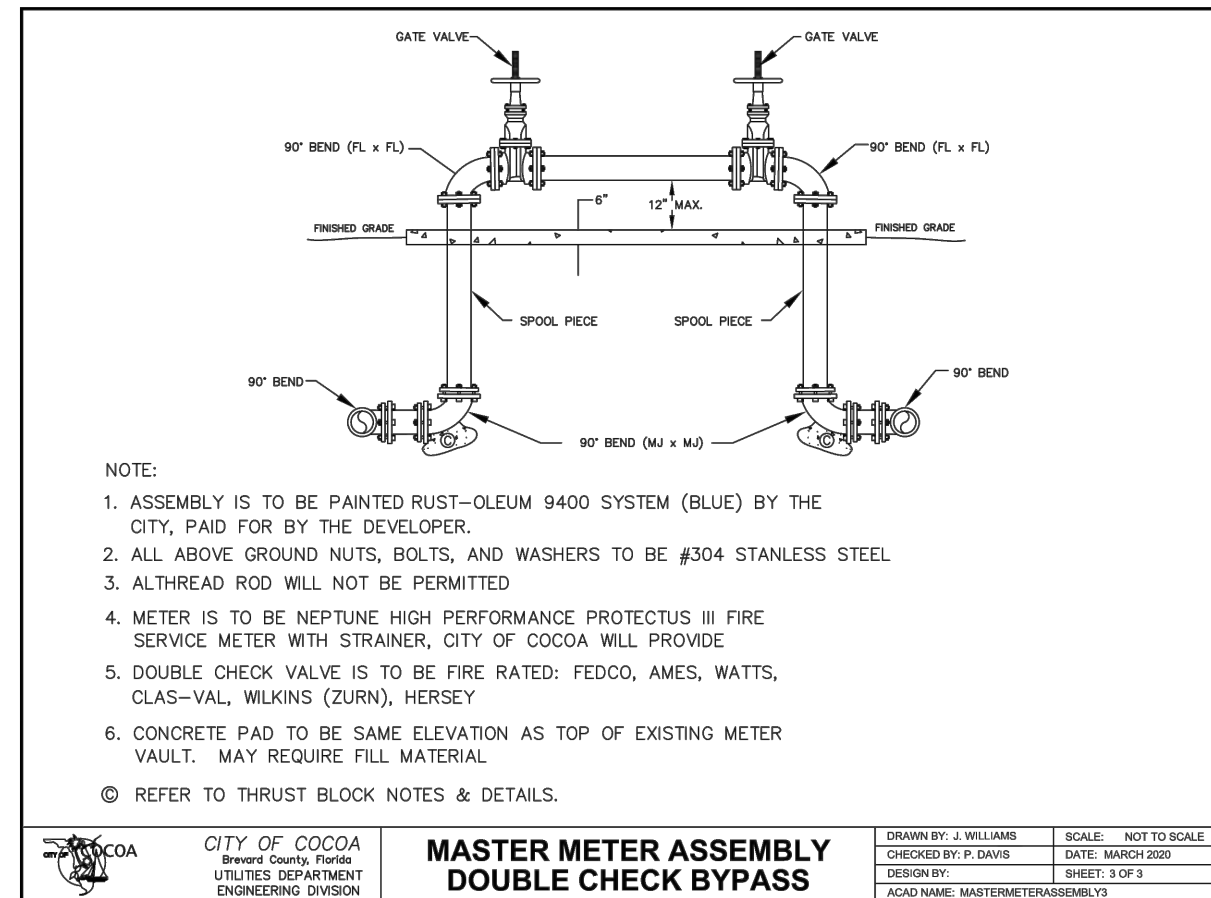
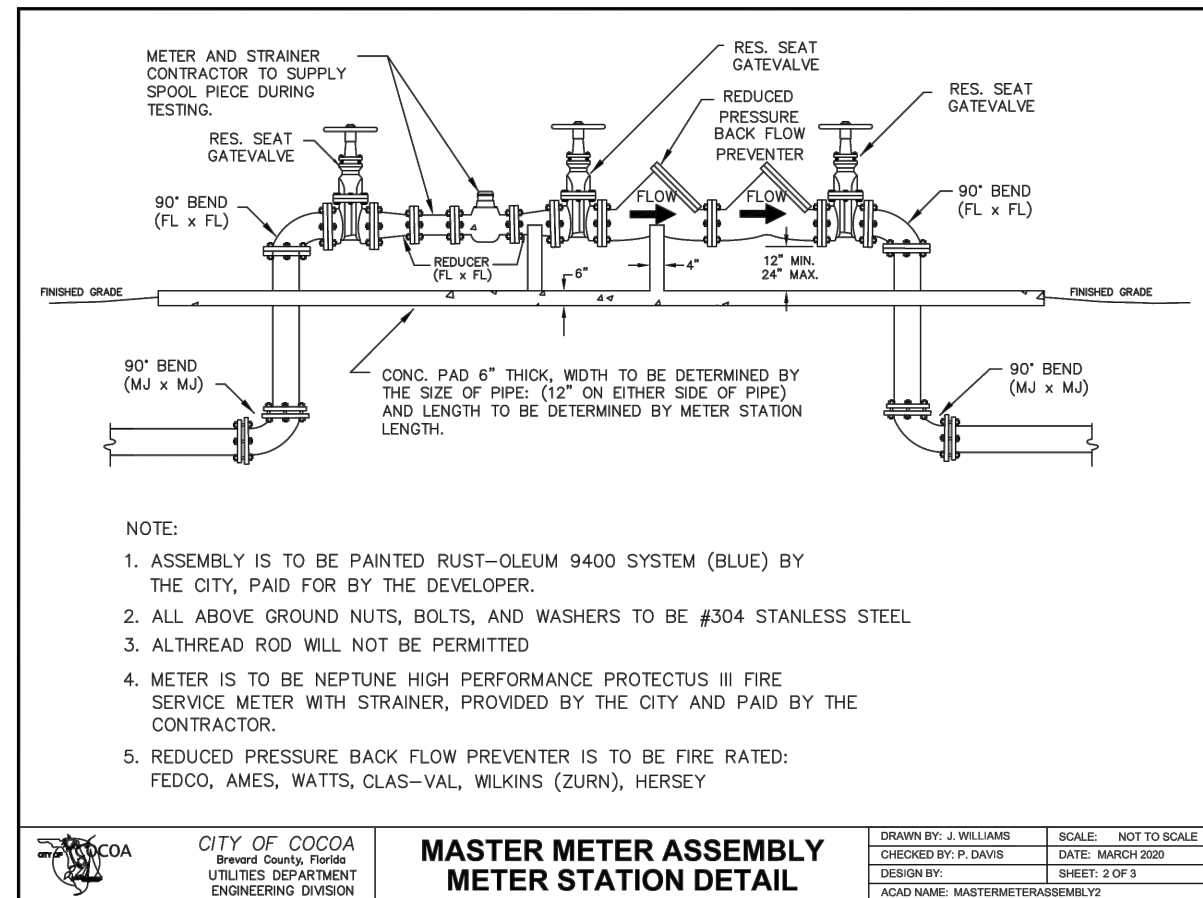
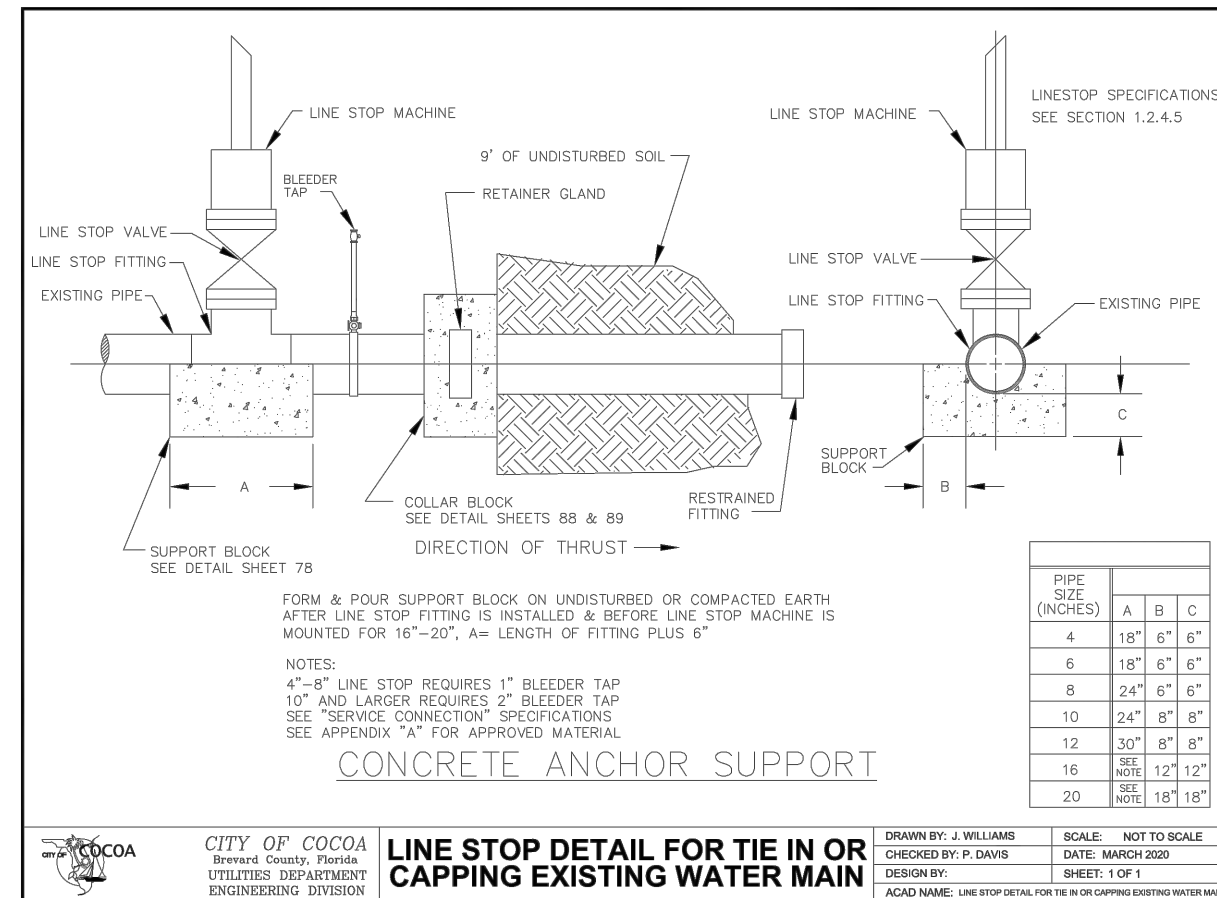
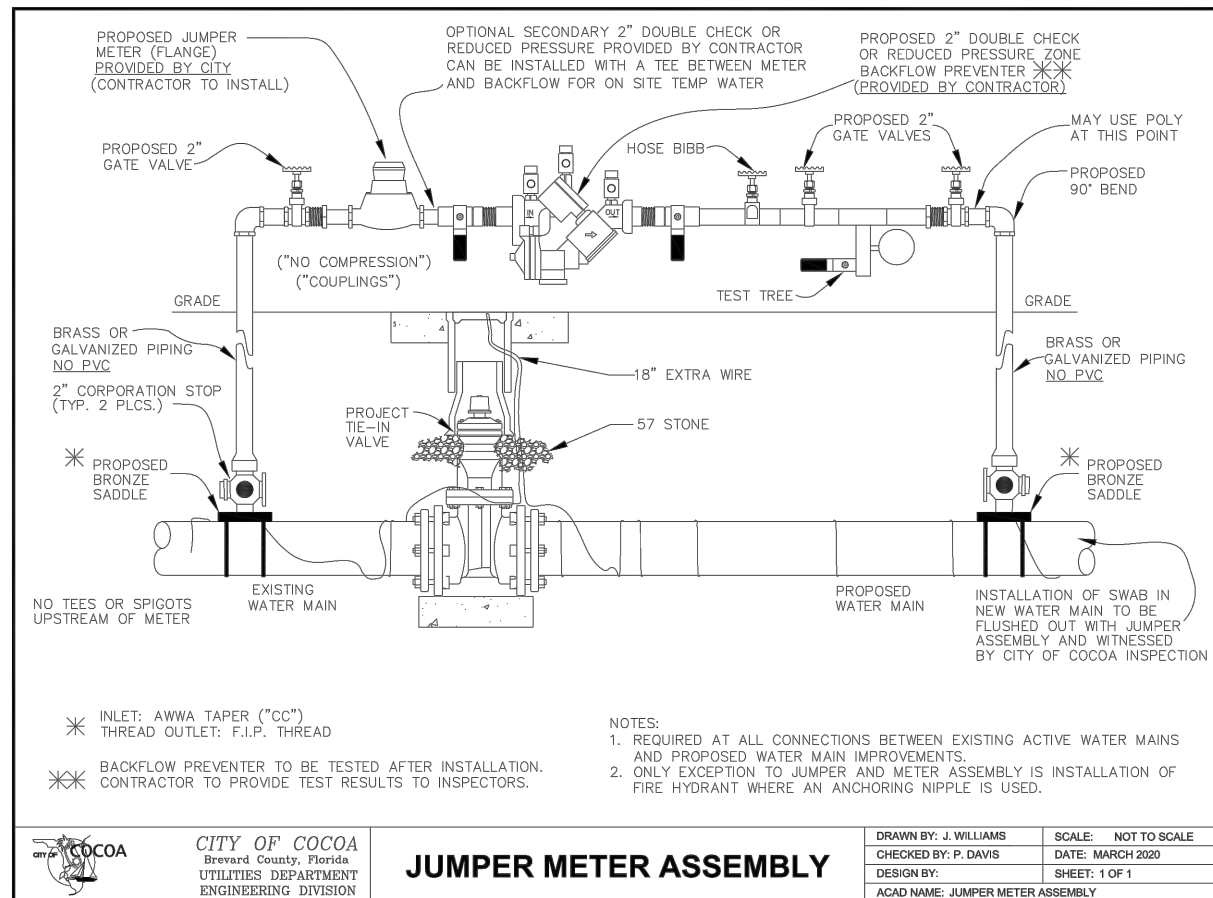


B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING -
LAND SURVEYING

312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 723-8674 FAX: (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS
BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING
BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951



VERTICAL DATUM: NAVD83

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CITY COMMENTS 10/30/20

DATE: 08/31/20

DESIGN/DRAWN: ALS/DRB

PROJECT TITLE

CIRRUS

SHEET TITLE

CITY OF COCOA
DETAILS

PROJECT NO.

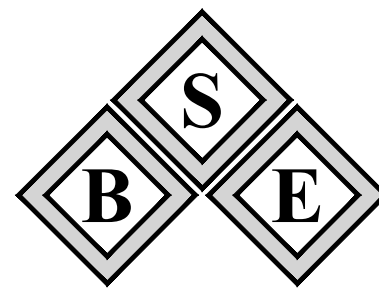
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CONSULTING - ENGINEERING -
LAND SURVEYING

312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 723-3814 FAX: (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS
BUSINESS AUTHORIZATION: #05
CERTIFICATE OF LAND SURVEYING
BUSINESS AUTHORIZATION: LB004005

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

VERTICAL DATUM: NAVD83



CITY COMMENTS 10/30/20
DATE: 08/31/20
DESIGN/DRAWN: ALS/DRB

PROJECT TITLE

CIRRUS

SHEET TITLE

**CITY OF COCOA
TECHNICAL
PROVISIONS**

PROJECT NO.

11545

DRAWING NO.

11545_400_016

SHEET

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1.1 GENERAL

These Technical Provisions and Standard Details identifies design, installation, inspection, and acceptance specifications to be used for water, wastewater, and reclaimed water systems that will be maintained and operated by the City of Cocoa. All potable water, wastewater, and reclaimed water mains and appurtenances must be installed in accordance with this Manual, the City of Cocoa Cross Connection Control Program Manual, the City of Cocoa Utilities Handbook, and the approved plans.

Contractor requirements include:

Furnishing all labor, materials, tools and equipment necessary or incidental to the construction.

Obtaining and paying for all permits, inspections, and other official fees in connection with the work.

Arranging a pre-construction conference with the Engineering Inspection Division. **All fees must be paid prior to the pre-construction meeting.** It is required that the pre-construction meeting be held prior to ordering materials.

Scheduling materials inspection (24-hour notice), open ditch inspection, pressure/leakage test, and final inspection.

Provide all documents per the project requirement letter, including but not limited to As Built Drawings, Bills of Sale, Easements, etc.

Make certain that no public water/wastewater lines are placed on private property.

Any deviation from these requirements must be approved in writing by the Utilities Director or his designee prior to commencement of construction.

Fees charged by the City are set by City Council by resolution and are listed on the appendix "Water Service Rates and Charges" made a part of the Utilities Handbook. Fees are subject to change without notice. The most current fees will be charged.

The Utilities Department and Engineering Division are located at 351 Shearer Blvd., Cocoa, Florida, 32922. The telephone number is (321) 433-8701; facsimile number is (321) 433-8708.

1.2 DEFINITIONS

The term "**approved equal**" is used to mean a part or item that has been approved in writing by the Technical Provision and Standard Details Advisory Committee or the Utilities Director. A written request must be made in order to have an item accepted as an approved equal. Written specifications on the part or item must be furnished with the request.

Approved Tapping/Linestop Contractor - A Contractor who has been approved by the Engineering Division to perform taps or linestops within the Cocoa Water System. A current list is maintained and available through the Engineering Division.

Backflow Preventer Assembly - A backflow preventer assembly, also called a cross connection control (CCC) device, is a mechanical or non-mechanical device used to prevent the flow of water from a non-potable source to the potable water distribution system. Approved backflow preventers are testable assemblies composed of two independently acting, approved check valves, including tightly closing resilient seated shutoff valves attached at each end of the assembly, and fitted with properly located resilient seated test cocks.

Canal - A trench, the bottom of which is normally covered by water, with the upper edges of its two sides normally above water.

City - Means the City of Cocoa.

Collection Mains - Wastewater gravity mains.

Competent Person - A person who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

Distribution Main - Any water main twelve inches (12") and smaller.

Domestic - Means made or manufactured in the USA.

Drainage Ditch or Irrigation Ditch - A man-made trench which is dug for the purpose of draining water from the land or for transporting water for use on the land and which is not built for navigational purposes.

Force Main - Wastewater main under pressure.

Manual - City of Cocoa Utilities Technical Specification and Standard Details Manual

Normal Working Day - Monday through Friday, excluding CITY holidays.

Normal Working Hours - Hours are between the hours of 8:00 a.m. to 5:00 p.m. of a NORMAL WORKING DAY.

Passivated - Treated or coated metal to reduce the chemical reactivity of its surface.

Stainless Steel - A steel alloy with a minimum of 10.5% to 11% chromium.

Substantial Completion - The point when the construction project has been finished to the point that the City of Cocoa can use the project for the purpose it was intended.

Swale - A manmade trench which:

- Has a top width-to-depth ratio of the cross-section equal to or greater than 6:1, or side slopes equal to or greater than three feet horizontal to one foot vertical;
- Contains contiguous areas of standing or flowing water only following a rainfall event; C. Is planted with or has stabilized vegetation suitable for soil stabilization, stormwater treatment, and nutrient uptake;
- Is designed to take into account the soil erodibility, soil percolation, slope, slope length, and drainage area to prevent erosion and reduce pollutant concentration of any discharge.

Technical Provision and Standard Details Committee - Committee whose members shall consist of the manager, or their designee, of the following UTILITIES staff: Engineering, Inspections, Water Field Operations, and Sewer Field Operations. The committee evaluates and proposes revisions for the design standards, specifications, drawings, products and procedures for the Manual.

Transmission Main - Any water main sixteen inch (16") and larger. Fourteen-inch (14") pipelines are not acceptable.

Utilities - Utilities Department of the City of Cocoa, Cocoa, Florida, and/or its designated representative(s).

Utilities Handbook - The City of Cocoa Utilities Handbook produced by the Customer Service Division of the Finance Department.

Whenever a specification from a specific source is cited, the most current revision of that specification will be used. **The word "shall" is mandatory, and the word "may" is permissive.**

Unless otherwise specified, "**City**" means City of Cocoa; "**Utilities Department**" means City of Cocoa Utilities Department; "**Engineering Division**" means City of Cocoa Utilities Engineering Division; "**Inspections or Inspector**" means City of Cocoa Utilities Engineering Inspections Division.

1.3 ABBREVIATIONS

American Association of State Highway and Transportation Officials - AASHTO
Asbestos Cement - AC

Association of PVC Pipe Manufacturers - Uni-Bell American National Standards Institute - ANSI American Society of Civil Engineers -

ASCE American Society of Mechanical Engineers - ASME American Society for Testing and Materials - ASTM American Water Works Association - AWWA

American Water Works Association Tapered Thread - CC American Society of Sanitary Engineers - ASSE

Automatic Transfer Switch - ATS

City of Cocoa - CoC Copper Clad Steel - CCS

Copper Development Association - CDA Cross Connection Control - CCC Dimension Ratio - DR

Double Check Backflow Assembly - DC Double Check Detector Assemblies - DCDA Dry Film Thickness - DFT

Ductile Iron Pipe Research Association - DIPRA Ductile Iron Pipe - DIP

Engineer of Record - EOR

Florida Administrative Code - FAC

Florida Department of Environmental Protection - FDEP Florida Department of Transportation - FDOT

Florida East Coast Rail Road - FECRR Foundation for Cross-Connection Control and Hydraulic Research - FCCCHR Flange - FL

Factory Mutual - FM

High-Density Polyethylene - HDPE Horizontal Directional Drilling - HDD Jack and Bore - J&B

Maintenance of Traffic - MOT

Manual on Uniform Traffic Control Devices - MUTCD National Association of Corrosion Engineers - NACE National Fire Protection Association - NFPA

National Sanitation Foundation - NSF National Standard Thread - NST

Non-rising stem - NRS Original Equipment Manufacturer - OEM Outside Screw and Yoke - OS&Y

National Pollution Discharge Elimination System - NPDES Plain End - PE

Polyvinylchloride - PVC Precautionary Boll Water Notice - PBWN Portable Changeable Message Signs - PCMS

Pre-stressed Concrete Cylinder Pressure Pipe - PCPCP Project Manager - PM

Pounds per Square Inch - PSI Raised Pavement Marker - RPM

Reduced Pressure Backflow Assembly - RP Reduced Pressure Detector Assembly- RPDA Reinforced Concrete Pressure Pipe - RCP Stainless Steel - SS

Technical Provision and Standard Details - TPSTD Traffic Control Plan - TCP

Underwriters Laboratories - UL Unified Numbering System - UNS Variable Frequency Drive - VFD

2.1 WATER MAIN CROSSINGS

2.1.1 GENERAL

In all cases where sanitary gravity or force mains cross water mains the crossing shall meet the vertical and horizontal separation requirements of FAC Rule 62-555.314. When separation requirements cannot be met, the Engineer of Record must propose an alternative solution that meets the requirements of FAC 62-555.314 for approval by the Engineering Division. The water main should cross above the sanitary main, when the water main must cross below the sanitary main, the minimum separation shall be 12 inches.

2.2 MATERIALS SPECIFICATIONS

2.2.1 PIPE

2.2.1.1 Polyvinyl Chloride Pressure Pipe, 4" - 12"

Polyvinyl chloride pressure pipe (sizes 4" through 12") will be cast iron pipe equivalent outside diameter Class 235 (DR 18) conforming to the American Water Works Association's (AWWA) specification C900 and will be blue or white in color. Pipe will be in standard 20-foot lengths. All joints will be of the elastomeric-gasket type with thickened, integral solid-wall bell or coupling with the same DR as the barrel. All PVC pipe and couplings will bear the UL label and NSF approval for potable water.

2.2.1.2 Fusible Polyvinyl Chloride Pipe, 4" - 12"

Polyvinyl chloride pressure pipe (size 4" through 12") will be cast iron pipe equivalent outside diameter and a pressure rating of 235 PSI (DR 18) conforming to AWWA specification C900 and will be blue or white in color. Fusible PVC pipe shall be supplied by Underground Solutions, Inc. It shall be installed in accordance with the suppliers' specifications. All PVC pipe will bear the UL label and NSF approval for potable water.

2.2.1.3 Ductile Iron Pipe

Ductile iron pipe will be cement-lined pressure Class 350 for 12-inch diameter and smaller and Class 250 for 16-inch and larger conforming to AWWA specification C151. Water main and storm drain crossing conflicts will be properly designed by the project engineer and approved by the Utilities Department prior to installation. Water mains that are less than 10 feet apart from building foundations or other permanent objects will be ductile iron pipe. In no case will water mains be located less than 5 feet from foundations. The above distances will be doubled for water mains larger than 8" in diameter. Polyethylene sleeve conforming to AWWA specification C105 will be provided for all installations. The polyethylene sleeve will be sealed with tape and shall be blue for water mains.

2.2.1.4 High Density Polyethylene (HDPE) Pipe

HDPE pipe is generally not accepted in the City of Cocoa water system, except as a carrier pipe for a pressurized utility main.

2.2.1.5 Reclaimed Water

PVC pipe installed in reclaimed water systems will be Class 235 (DR 18) conforming to AWWA specification C900 and will be purple in color. Ductile iron pipe installed in the reclaimed water system will be pressure Class 350 for 12" and smaller and pressure Class 250 for 16" and larger, provided 3 feet of cover can be maintained. Where cover is less than 3 feet, pressure Class 350 is required. Polyethylene sleeve conforming to AWWA specification C105 will be provided for all installations. The polyethylene sleeve will be sealed with tape and shall be purple for reclaimed water mains.

2.2.2 VALVES, VALVE BOXES, AND VALVE EXTENSIONS

2.2.2.1 Resilient Seat Gate Valves, 4" - 36"

Resilient seat gate valves will have mechanical joint ends as manufactured by **American Flow Control**, **AWK**, **M&H**, **U.S. Pipe**, **Clow**, **Mueller** or an approved equal. The resilient seat gate valves must conform to AWWA specification C509 or C515 and be manufactured in the U.S.A. Resilient seats will be of natural or synthetic rubber and be fully encapsulated to gate. Valves will have 18-8 Type 304 Stainless Steel bolts and nuts. The interior and exterior of the valve body will be fusion-bonded epoxy coated in accordance with AWWA specification C550 in order to provide a corrosion-resistant seat. The coating must be applied in a manner to withstand the action of line fluids and operation of the sealing gate under long-term service. Valve seats must seal by compression only. Wedging or sliding of the resilient seat is not acceptable. Valves will be supplied with 2" square operating nuts and be designed to provide a bubble tight seal regardless of direction of flow. Opening the valve will be in the counterclockwise direction. Valves 16" and larger will have Bevel Gear Operators. For gate valves 16" and larger to be stood up straight, the 2" operating nut must have 12" of cover. Engineer of Record or Contractor must demonstrate the 12" of cover over the 2" operating nut can be achieved by showing all pertinent dimensions. Tapping valves shall have a centering ring.

2.2.2.2 Butterfly Valves, 16" and Larger

Butterfly valves shall be used above ground service. Butterfly valves shall have flanged ends, be rubber seated, 900 tight closing type, short body. The interior and exterior will be fusion-bonded epoxy coated in accordance with AWWA specification C550. The valve shaft will be of 316 Stainless Steel. Body dimensions and minimum shaft diameter will be in accordance with Tables 1 and 3 of AWWA specification C504. The valve seat will be of molded natural or synthetic rubber, will be mechanically secured to the disc or to the valve body, and will mate against a stainless-steel seat surface. The gear ratio will be such as to require not more than 50-foot pounds of input torque to operate the valve against the worst case of a water flow velocity of 10 feet per second at a pressure of 100 psi differential. A torque-limiting device will be supplied if the allowable operator input is less than 450-foot pounds. Butterfly valves will have a factory installed hand wheel. The valve will be used when the operator nut is turned counterclockwise. **Butterfly valves will not be used for buried service.**

2.2.2.3 Valves, 2"

Two-inch valves for use with the 2" blow-off gate valve will be rated at 125 SWP or 200 WOG. All 2" gate valves must meet all EPA and DEP requirements regarding lead and zinc contents. Brass fittings and 2" brass wheel valves are shall be used on blow-offs. All valves must be manufactured in the U.S.A.

2.2.2.4 Valve Boxes

Valve boxes and lids must be manufactured in the U.S.A. Boxes and lids must be structurally equal to those produced by **East Jordan Iron Works** or **Tyler** and must have 5-1/4" minimum inside diameter. Cast iron valve boxes will consist of a circular cast iron top and bottom section. The depth must be determined, and the appropriate valve box must be installed. No PVC or Ductile is permitted in the valve box. Boxes must be set flush with finished ground surface in such a manner as to permit easy use of a valve wrench and to prevent surface loads from being transmitted to the valve or pipe. Box sections must be telescopic and adjustable. Valve box lids should have the word "WATER" or "SEWER", as appropriate, cast on the top. A concrete pad (24" L x 24" W x 4" D) will be poured around all boxes at finished grade level unless the valve is located in a paved roadway or parking lot. A valve identification plate engraved to indicate the type, size, and number of turns will be securely anchored to the concrete pad. Valve identification plates for valves 12" and larger will also indicate the torque necessary for actuation.

2.2.2.5 Valve Extensions

If the depth of the valve nut is greater than 48" below grade, or 30" below grade and under the water table, a valve extension stem will be required. The extension will have a centering collar and will be mechanically attached to the valve operating nut, such as extensions manufactured by the General Engineering Company, Model #4840-0001-3, or an approved equal to be determined by the Engineering Supervisor or his/her designee.

2.2.2.6 Valve Box Debris Shield

All buried valves 4-inch through 12-inch requiring a valve box shall be furnished with a valve box shield (alignment device). The device shall minimize debris infiltration and center the valve box over the operating nut. The device shall be of HDPE or plastic and colored white or black. It shall be furnished in two pieces that will lock together under the operating nut without requiring the removal of the operating nut. The device shall not affect the operation of the valve. No one-piece device will be accepted. The device shall be **Box Lok**, **American** or approved equal.

2.2.2.7 Insert Valve Specification

The Insert Valve shall conform to the following:

The Ductile Iron 250 p.s.i.g. Insert Valve shall be a Resilient Wedge Gate Valve designed for use in potable water, raw water, reclaimed water, wastewater and backflow control systems. The host pipe shall not be a permanent component of the Insert Valve. The ductile iron body, bonnet, and wedge provide strength and a pressure rating that meets or exceeds the requirements of AWWA C515. Insert Valve shall be ductile iron construction meeting ASTM A536 Grade 65-45-12.Sizes 12" and smaller must be capable of working on Cast/Grey Iron or Ductile Iron Class A, B, C and D, IPS PVC, C900 and C909 PVC, Steel, AC pipe diameters without changing either top or bottom portion of split valve body. The Insert Valve shall have a 250 psig maximum working pressure. The pressure rating markings must be cast into the body of the insert valve. The construction of the Resilient Wedge shall comply with AWWA C509 requirements. The ductile iron wedge shall be fully encapsulated with EPDM rubber by a high pressure and high temperature compression or injection mold process. The resilient wedge shall seat on the valve body and not the pipe to obtain the optimum seating and flow control results. The resilient wedge shall be totally independent of the carrier pipe. The resilient wedge shall not come into contact with the carrier pipe or depend on the carrier pipe to create a seal. The Resilient wedge must ride inside the body channels to maintain wedge alignment throughout its travel. The insert valve is fully epoxy coated on the interior and the exterior. Valve shall be coated with a minimum of 10 mils epoxy in compliance with AWWA C550 and certified to ANSI/NSF-61. The stuffing box, operating stem and resilient wedge (complete bonnet and all moving parts) shall be removable, repairable and/or replaceable under pressure.

See "Appendix A" Approved Materials for approved Insert Gate Valves.

2.2.3 BACKFLOW PREVENTERS

2.2.3.1 General

All connections to the City of Cocoa potable water system shall contain a backflow preventer assembly as required in the "City of Cocoa Cross Connection Control Program Manual". Backflow preventer assemblies shall be in accordance with AWWA specification C510, ASSE 1048, UL 1469, and as listed in "Appendix A" of this document. All backflow preventers shall be installed per Standard Details in "Appendix B". Backflow preventers on fire line and commercial services shall have test certifications submitted and approved prior to final inspection.

Backflow preventers will have interior fusion bonded epoxy coating 5 to 12 mils and will be installed above grade in accordance with manufacturer's recommendations on a concrete slab adjacent to the meter. Check valves must have bronze seats.

Commercial Services: Cross connection control device required for commercial service, including multi-family residences, shall be a reduced pressure (RP) backflow preventer unless otherwise approved by the Engineering Division.

Residential Services: Cross connection control device required for residential service shall be a dual check backflow preventer.

Construction Sites: Cross connection control device required for temporary construction jumpers shall be a double check backflow preventer. The Contractor shall provide test certifications on the jumper backflow preventer before the jumper is placed into service.

2.2.3.2 Fire Services

Cross connection control devices for fire line systems shall be double check detector assemblies (DCDA) or reduced pressure detector assemblies (RPDA). DCDA and RPDA shall meet the requirements of the Florida Building Code and must be supplied with a 1/2-inch or larger bypass assembly. DCDA will be accepted as a complete approved assembly in accordance with the section on "Backflow Prevention and Cross-Connection Control" in the Utilities Handbook. The Engineering Division will inspect the interior of the DCDA prior to installation. DCDA must be installed horizontally above ground in a grassed or non-traffic area. The DCDA will be installed with 24" minimum and 30" maximum clearance from finished grade. "N" shaped DCDA will be accepted on a case-by-case basis. Fire lines requiring an RP2 will be handled on a case-by-case base. The Engineering Division shall paint the DCDA, to be paid for by the Developer/Contractor.

2.2.3.3 Meter Station Backflow Preventer

Backflow Preventers for the large meter stations (3-inch and larger) are a Reduced Pressure Zone Assembly and manufactured in accordance with AWWA C511. The assembly will be installed so as the relief valve opening will be a minimum of 12" above concrete slab. If the meter station is in a planter, the top of the planter is considered the flood rim and the relief valve opening shall be 12" above the concrete slab. The Engineering Division shall paint the meter station assembly, to be paid for by the Developer/Contractor.

2-inch meter stations may be allowed on a case-by-case basis as approved by the Engineering Division.

2.2.3.4 Backflow Preventer Certification Test

The Contractor will provide test certifications on the jumper backflow preventer before jumper is placed into service. Backflow preventers on fire-line and meter stations will have test certifications submitted and approved prior to final inspection.

2.2.4 FITTINGS

All fittings must be of the mechanical joint type with an approved joint restraint, or push-on joint with a gasket joint field restraint system. All fittings must be manufactured in the U.S.A.

2.2.4.1 Cast Iron

Cast iron fittings will be AWWA specification C110; Class 250, cement lined with inside seal coating. The fittings will be bituminous coated on the outside and be wrapped with 6 mil polyethylene (sealed with tape). Cast iron fittings are only to be used in larger applications where ductile iron fittings are not available.

2.2.4.2 Ductile Iron, 4" - 16"

Ductile iron compact fittings (sizes 4" through 16") must conform to AWWA specification C153. Ductile iron compact fittings will be mechanical joint with an interior cement lining with seal coating and an exterior bituminous coating. All fittings will be wrapped with 6 mil polyethylene (sealed with tape).

2.2.4.3 Bolts

All buried mechanical joint bolts and nuts must be CORTEN Steel. All above ground bolts and nuts for flanged fittings must be 18-8 Type 304 stainless steel. Never-seize/Anti-seize shall be applied to all SS bolts and nuts.

2.2.4.4 Tapping Sleeve

Tapping sleeves on mains 4" to 12" in diameter will be all Stainless Steel Sleeves.

The All Stainless Steel Sleeve shall be fabricated from 304 Stainless Steel. They shall have a pass through bolt design and full circumferential gasket to provide 360° seal around the pipe. The tapping sleeve is to be fully passivated to return the stainless steel to its highest corrosion resistance stage.

Sleeves on mains 16" to 24" in diameter will be fabricated steel with O-ring seal, fusion bonded, epoxy coated with 304 stainless steel nuts and bolts or M.J. ductile iron body. Sleeves on mains larger than 24" will be handled on a case-by-case basis.

Tapping Sleeves for reinforced concrete mains will be handled on a case-by-case basis. The sleeves will have a fusion-bonded epoxy coating on the entire body and throat assembly. The straps and bolts shall be 18-8 Type 304 stainless steel.

The tapping valve must have centering ring and conform to Section 2.2.2.1 "Resilient Seat Gate Valves" in these Technical Provisions.

Tapping saddles to be placed on asbestos concrete (AC) pipe shall be a **JCM A432** All Stainless-Steel Sleeve or equal.

2.2.4.5 Line Stop Sleeve Specifications

Sizes 4" through 12"

Sleeve/Body

The entire Line Stop sleeve shall be fabricated from 304 Stainless Steel. They shall have a pass-through bolt design and provide 360° seal around the pipe. The line stop sleeve is to be fully passivated to return the stainless steel to its highest corrosion resistance stage. Outlet on sleeve will be full port, i.e. on 8" sleeve, outlet will be 8", on 6" sleeve, outlet will be 6".

Bolts, Nuts & Washers

18-8 Type 304 Stainless Steel, the bolts shall be track head type and furnished with permanently lubricated heavy-hex nuts and stainless washers.

Gasket

The full circumferential gasket shall be molded of synthetic rubber compounded for use with water salt solutions, mild acids, bases and sewage. The gasket shall have a gridded surface, be a full 1/4" thick with 304 stainless steel bridge plates molded flush into the gasket and have a raised hydromechanical outlet seal to seal against line surges and water hammer.

Pressure Rating

The sleeves shall be rated at 150 PSI hydrostatic with a test pressure of 200 PSI on pipe with a full circumferential break.

Line Stop Sleeves shall be a **JCM A440 Line Stop Sleeve** or approved equal.

2.2.5 FIRE HYDRANTS

Fire hydrants must be manufactured in accordance with AWWA specification C502. Hydrants must have bronze-to-bronze main seal threading surfaces. They will be traffic type with drain holes plugged at the factory. Fire hydrants will have 18-8 Type 304 Stainless Steel bolts and nuts (bonnet, traffic flange and shoe).

Hydrants will have a minimum 5-1/4" main valve opening, with one 4-1/2" pumper nozzle, and two 2-1/2" hose nozzles. Nozzles will have NST threads. Stem couplings are to be cast iron or stainless steel. The upper valve plate must be bronze. The hydrant shoe will be coated inside with fusion-bonded epoxy, 6 mil minimum. All hydrants will be painted at the factory with Rustoleum high-performance epoxy 9100 system, non-lead, dry film thickness 5 to 8 mils, color #9143 Yellow. City crews will apply finish paint to each new fire hydrant after the Contractor has paid the appropriate fees.

Finish grade is to be established and the proper length hydrant is to be installed by the Contractor prior to acceptance by the City. All nozzles will be a minimum of 18" and a maximum of 24" above finished grade. A 6" mechanical joint hydrant connection will be provided using a hydrant valve-anchoring tee with integrally cast standard mechanical joint gland on 6" plain end branch. The Contractor will not be allowed to install risers on hydrants. At final inspection, if it is determined that a fire hydrant is not at grade, the Contractor shall purchase a proper length hydrant and install it under the direction of the Engineering Division.

2.2.6 SERVICE CONNECTIONS, 3/4" - 2"

All service connections will be single connections. Services that are 3/4" and 1" are to be type K annealed temper soft copper. All connections are to be of the flare type. 1-1/2" and 2" services are to be of type K radiator or boiler fittings in straight lengths or annealed temper if furnished in coils. Absolutely no lead-based solder joints will be accepted. Any repairs of service lines will be by flare-to-flare coupling. No compression fittings will be accepted. Taps in the pipe will be the same nominal diameter as the service line. Service taps in PVC pipe will be drilled with a shellcutter designed to cut PVC pipe, and the PVC plug will be removed.

Brass goods furnished under this specification shall be new and unused. All fittings shall conform to ANSI/AWWA Standard C800, latest revision.

All brass components in contact with potable water must be made from either CDA/UNS Brass Alloys C89520 or C89833 with a maximum lead content of .25% by weight. Brass alloys not listed in ANSI/AWWA C800 Paragraph 4.1.2 are not approved. All service fittings shall be certified as suitable for contact with drinking water by an ANSI accredited organization in accordance with ANSI/NSF Standard 61. All fittings shall be stamped or embossed with a mark or name indicating that the product is manufactured from the low-lead alloy as specified above.

Brass saddles shall be made from CDA/UNS C83600 and are exempt from the "no lead" requirement.

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2.2.6.3 Corporation Stops, 3/4" - 2"

All corporation stops for water service 3/4" thru 2" will be brass and have "CC" inlet threads and copper flare outlet. 2" Corporation stops for "jumpers" will be "CC"-by-F.I.P.

2.2.6.4 Meter Boxes

Meter boxes for traditional meters are to be plastic with an iron flipper lid with a full pin hinge. Meter boxes for radio-read meters must have a lid compatible with City's AMR meter antennae (4-1/2" round). Service locations will be permanently cut and painted on concrete curb or the street with a blue "W" for potable water or a purple "R" for reclaimed. Reclaimed services will be located at the opposite lot corner from water services where practical or with five feet minimum separation.

For larger 1-1/2 and 2-inch meters, 17" x 30" meter boxes shall be used.

For areas that are anticipated for high traffic areas, a traffic rate H-20-meter box shall be used. Reclaimed Water services will be set in purple meter boxes of materials per above. They are also required to have a 3" x 5" permanent plastic tag, secured to the curb stop with a nylon tie wrap, which will be supplied. Tags will be inscribed, "RECLAIMED WATER DO NOT DRINK".

2.3 PROTECTION OF PROPERTY AND OBSTRUCTIONS

2.3.1 PROTECTION

Temporary supports and/or adequate protection and maintenance must be provided on all underground and surface structures encountered in the progress of the work. Structures that have been disturbed will be restored to a condition equal to their original state upon completion of the work.

2.3.2 OBSTRUCTIONS

All utility owners must be notified prior to beginning construction. Any known obstructions will be shown on the plans; however, Contractor is solely responsible for field verifying existing conditions. The utmost caution will be taken in all operations to avoid damage to existing obstructions whether or not shown on the plans. Damage to other utilities will be at the Contractor's expense.

If the Contractor encounters any unforeseen obstructions during construction, the Contractor shall immediately cease work in that area and notify the Engineer of Record (EOR). The EOR shall design and provide detailed drawings to correct the situation. The drawings shall be submitted to the Engineering Division for approval. After approval by the Engineering Division, a set of approved drawings will be given to the contractor and they may resume work.

2.3.3 EXISTING ASBESTOS CEMENT WATERMAINS

In areas where asbestos cement water mains are existing, water main relocations or replacements may be necessary. If new construction of facilities is over, under, or near asbestos cement water mains, it shall require that the asbestos cement water main be changed out to polyvinyl chloride pipe or ductile iron pipe. All asbestos cement pipe that is replaced shall be removed and disposed of by the contractor unless specifically directed in writing by the City to abandon in place. New pipe material shall depend upon the type and location of the facilities being constructed. The Developers Engineer shall design the replacement and submit it for the Engineering Division approval. The Developer is responsible for all design, materials, labor, equipment, testing, and costs for the replacement. Contractor shall remove and dispose of AC pipe in accordance with FAC Codes 62-204.800 and 62-257.

2.3.4 ABANDONMENT OF ASBESTOS CEMENT PIPE

Where asbestos cement water mains have been directed by the City to be abandoned in place they shall be filled with a sand/cement grout by the contractor. Grout shall be injected within the pipe sections to be abandoned where the ends of the sections shall be capped and or plugged. The grouting program shall consist of pumping sand-cement grout with suitable chemical additives at pressures necessary to fill the pipe sections to prevent the potential for future collapse. The rate of pumping shall not exceed six (6) cubic feet per minute. The pumping pressures shall be in the range of 100 to 150 psi.

The Contractor shall provide standpipes and/or additional means of visual inspections as required by the City to determine if adequate grout material has filled the entire pipe section(s).

2.4 TRENCH PREPARATION

2.4.1 EXCAVATION

A trench will be opened to show that the pipe can be installed to the alignment and depth required. It will be excavated only so far in advance of pipe placement as necessary. The trench will be excavated to the depth required to provide a uniform and continuous bearing support for the pipe or undisturbed ground. Bell holes will be provided at each joint to permit jointing to be made and inspected properly.

During excavation, if ashes, cinders, muck or other organic material considered unsuitable is discovered at the bottom of the trench at sub-grade, unsuitable material will be removed and backfilled with approved material. This material will be compacted in layers to provide a uniform and continuous bearing characteristic of that area's soil condition. Where the bottom of the trench at sub-grade consists of unstable material to such a degree that it cannot be removed and replaced with an approved material to support the pipe properly, a suitable foundation must be constructed. Excavated material will be piled in such a manner that it will not endanger work or obstruct natural watercourses, sidewalks or driveways. Fire hydrants under pressure, valve boxes, or other utility controls will be left unobstructed and accessible at all times. Gutters will be kept clear or other satisfactory provisions will be made for street drainage.

2.4.2 SHORING AND BRACING

Open cut trenches must be sloped, shored or braced as required by all governing State law, municipal ordinances, OSHA Standards, and as may be necessary to protect life, property, or the work. Trench bracing may be removed after backfilling has been completed or has been brought up to such an elevation as to permit its safe removal. The use of a trenching box may be used in place of sheeting and bracing where appropriate. The Contractor is required to have a Competent Person designated and in charge at all times while workers are in the trench.

2.4.3 DE-WATERING

Excess water must not be allowed in the trench at any time. An adequate supply of well points, headers or pumps, all in first-class operating condition, may be used to remove the water. The use of gravel and pumps will also be an acceptable means of removing the water. The trench will be excavated no more than the available pumping facilities are capable of de-watering. Discharge from pumps will be accommodated in accordance with the St. Johns River Water Management District's requirements. The Contractor is responsible for obtaining all de-watering permits such as NPDES permit.

2.5 PIPE LINE CONSTRUCTION

2.5.1 GENERAL

All water mains, service lines, and appurtenances must be installed as specified on the approved plans and in accordance with the Standard Detail Sheet. Installation will conform to AWWA specification C600 except as modified herein.

Domestic water service can only come from a Distribution main. When water service is requested and the only water main available is a Transmission main, a large tap and section of pipe shall be installed on the Transmission Main for the water service.

The minimum size tap on a Transmission Main shall be a six (6) inch.

2.5.2 MATERIAL HANDLING

2.5.2.1 Precautions

Every precaution will be taken to prevent damage to pipe and piping materials during transportation and delivery to the work site. Under no condition will pipe be dropped, bumped, dragged or picked up by inserting forks into end of pipe. Pipe lifted by placing forks into pipe shall be removed from job site.

2.5.2.2 Damaged Materials

If in the process of transportation, unloading or handling, any pipe or fitting is damaged, it will be rejected and removed from the site.

2.5.2.3 Storage

Pipe fittings and specials will be stored in a manner which will assure the protection of the material from damage and which will keep it clean.

2.5.3 INSPECTION OF MATERIALS

Materials delivered to the job site will be subject to inspection by the Engineering Division prior to installation. Contractor shall notify inspections 24 hours in advance. All materials found to be defective or not meeting specifications during inspection or during the progress of the work will be rejected and removed from the job site without delay. All materials delivered to the job site will be in accordance with the materials specifications. Materials not inspected by the Engineering Division prior to installation will be uncovered by the Contractor at their expense to verify compliance with these specifications. The Contractor will furnish copies of the packing list(s) for materials upon demand.

2.5.4 PIPE PLACEMENT

The bottom of the trench will not be excavated below the specified grade. If undercutting occurs, the bottom of the trench will be brought up to the original grade with approved material and thoroughly compacted, as directed by the Engineering Division. Before placing pipe into the trench, the outside of the spigot and the inside of the bell will be wiped clean, dry, and free from oil and grease. Every precaution will be taken to prevent foreign material from entering the pipe. During placement operation, no debris, tools, clothing or other material will be placed in the pipe.

All mechanical joints will be made up in strict accordance with the manufacturer's specifications. Beveled ends will be removed from PVC pipe entering a mechanical joint. The bell will be carefully cleaned before the gasket is inserted. Gaskets must be evenly seated, the gland placed in position with the bolts, and evenly tightened. All slip joints will be made up in strict accordance with the manufacturer's specifications.

After placing a length of pipe in the trench, the spigot end will be centered in the bell, the pipe forced home, brought to correct alignment, and covered with an approved backfill material. Ductile iron pipe will be backfilled to the centerline of the pipe and compacted to ninety-five percent (95%) of standard Proctor T-99.

PVC pipe will be backfilled in accordance with the manufacturer's recommendations for the laying conditions.

Pipe will be installed with 30" minimum cover. Maximum cover of 42" will be accepted. Cover depth will be determined from proposed finish grade as indicated on the plans. At times when pipe placement is not in progress, the open ends of pipe must be closed by a watertight plug or other approved means. This provision will apply during the lunch hour as well as overnight. If water is in the trench, the seal will remain in place until the trench is pumped completely dry.

All underground water main shall meet the horizontal and vertical separation requirements in FAC 62-555.314 as related to sanitary force main and gravity main, reclaim mains, and storm water gravity and force mains.

Pipe installed under swales shall be D.I. and have 3 feet minimum cover. D.I. pipe to be installed on swale. If more than one joint of pipe is necessary, restrained joint pipe is required. See "Swale Crossing" detail and definitions.

Pipe installed under canal or drainage ditch shall conform to all FDEP requirements. Pipe shall be restrained joint D.I. pipe with gate valves on both sides of canal/ditch. D.I. pipe shall have 5 feet minimum cover with a concrete cap. See "Canal or Drainage Ditch Crossing" detail and definitions.

2.5.5 LOCATING WIRE

A UF 14 Copper Wire that allows for the location of the pipe using an induced current line locator will be installed on all potable water, reclaimed water, and wastewater mains. The wire must be placed on the top of the pipe and taped approximately every ten feet. A run of wire must run from the main to each hydrant. Each fire hydrant must have one wrap of the wire around the barrel located at final grade.

Wire color shall be blue for water, green for wastewater, and purple for reclaimed.

A run of wire will also be brought up in each valve box. The wire will have 18 inches of excess length. Wire is to be connected together using an underground wire nut with a **silicone-based sealant**.

The CCS wire shall meet the following requirements. HDPE insulation of 30 mils, #14 AWG conductor, maximum Ohms resistance of 8.28 ohms per 1000 ft., breaking load 256 lbs.

When directional drilling is used, one continuous #10 CCS **extra high strength** locator wire shall be installed. The CCS wire shall meet the following requirements. HDPE insulation of 45 mils, #10 AWG conductor, maximum Ohms resistance of 0.999 ohms per 1000 ft., breaking load 1150 lbs.

2.5.6 SERVICE LINE LOCATION

Service lines will be located at alternating lot lines outside the sidewalk within two feet of the right-of-way line as shown on approved plans or in a grassed area behind the curb if located in other than a subdivision.

Reclaimed service line is to be located adjacent to sewer cleanouts.

2.5.7 BACKFILLED MATERIAL AND INSPECTION

All backfilling material will be free from cinders, ashes, refuse, vegetable or organic material, boulders, rocks, stones, or other material which is considered unsuitable. When backfill material is not specified on the plans, backfilling with the excavated material may be acceptable provided that such material is suitable for backfilling. Pipe should be backfilled as soon as possible to minimize the length of open trench. Pipe joints, valves, fittings, and thrust blocks will be left uncovered until inspection by the Engineering Division has been completed.

2.5.8 VALVES AND FITTINGS

All valves and fittings will be set and joined to the pipe in the proper location as shown on the plans. Valves should be installed outside of the pavement where practical. A roadway valve box will be provided for every valve. This valve box must not transmit shock or stress to the valve. Valve will have alignment ring installed and valve box centered and plumb over the wrench nut of the valve. The box cover is to be flush with the surface of the finished pavement or grade level as specified in the plans. A 24" square concrete pad 4" in thickness will be poured around the valve box when it is located outside of pavement. A bronze or stainless-steel disc will be cast into the pad for all valves 12" or larger. Valve nomenclature to be stamped into the disc will include the valve size, type, manufacturer's initials, number of turns, and direction to open the valve. (Example: 12" G.V. U.S.P. 20 c.c.w.)

All valves will be located within two feet of the tee, see detail "Gate Valve and Fitting."

When solid sleeves or couplings are used to join/tie-in pipelines, a Spacer Piece shall be installed if there is a gap in the pipeline.

2.5.9 FIRE HYDRANTS

All fire hydrants (hydrants) will be located as shown on the plans and marked on the pavement with a blue reflector. On unpaved streets, a blue reflector will be affixed to a post and placed as close to the edge of the road as feasible to be easily visible. The hydrants will be located in such a manner as to provide complete accessibility and in a manner so that the possibility of damage from vehicles or injury to pedestrians will be minimized. All hydrants must stand plumb and the bury line of the hydrant at the finished grade. Hydrants installed in State highway rights-of-way will be placed in accordance with any F.D.O.T. requirements. Contractors shall not turn or add risers to hydrants. All hydrants will be connected to the main in the manner shown on the Standard Detail Sheet. If the installation of the hydrant requires the hydrant to be greater than 40 ft. away from the fire hydrant valve, an additional valve shall be installed. If the fire hydrant valve ends up in asphalt of a major road (not subdivision) an additional hydrant valve regardless of distance shall be installed.

2.5.10 RESTRAINED PIPE JOINTS

The Engineer of Record shall provide a restrained joint detail on drawings submitted to the City for approval. Restraining is to apply to all new fittings installed as part of the job, including tapping saddles.

2.5.11 THRUST BLOCKS AND COLLARS

Restrained joint systems are the preferred method. Thrust blocks may only be used with the City's prior approval at bends, fire hydrants, and as specified on the plans, in accordance with the Standard Detail Sheet. Metal harnesses, tie rods, or clamps of adequate strength to prevent movement may be installed at locations where thrust blocks are not practical. Rods and clamps will be stainless steel. A 20-foot length of ductile iron pipe will be installed at all main endings and a concrete thrust collar will be poured around the pipe at a distance of 10 feet from the end of the joint. In lieu of concrete thrust collar, restrained pipe upstream of the proposed concrete thrust collar may be used.

2.5.12 JACK AND BORE, PIPE INSTALLED IN CASINGS

Pipe to be installed under pavement where open trenching is not permitted will be installed through a steel casing that has been jacked and bored. The casing pipe will be six to eight inches larger than the outside diameter of the bells on the Ductile Iron pipe. The Engineer of Record will design the casing and bore to meet FDOT or FERCRR requirements.

Ductile iron pipe of the appropriate Class will be installed in the casing. Water mains must be pushed or pulled through the casing on stainless steel casing spacers with polyethylene skids attached to the pipe with stainless steel straps. The stainless-steel casing spacers with polyethylene skids will be placed in accordance with manufacturer's recommendations. Casing structures must be manufactured by Cascade or an approved equal. Restrained joints are required on mains installed inside casings.

JACK AND BORE

J&B installed under FDOT roadways shall conform to the latest FDOT Road and Bridge Construction design standards. J&B installed under FERCRR shall conform to FERCRR requirements.

2.5.13 HORIZONTAL DIRECTIONAL DRILLING

Only DIP and Fusible PVC may be horizontal directional drilled (HDD) under pavement or surface roadway crossings. The HDD pipe shall only extend to 10 feet on each side of the crossing. Then the piping will change to the standard piping material.

HDD installed under FDOT roadways shall conform to the latest FDOT Road and Bridge Construction design standards.

ENGINEERING PROCEDURE HORIZONTAL DIRECTIONAL DRILLS

PRECONSTRUCTION CONFERENCE

- A preconstruction conference will be required. The preferred attendees for the preconstruction shall be but not limited to:

The directional bore contractor (preferably the Field Superintendent) The permitting agency
Engineer of Record
City Engineering Division Representative
Inspector for the project

HDD CONTRACTOR

- Approval required prior to the HDD, the HDD contractor shall submit a bore plan (see sample drawing in "Appendix B") to the Engineering Division for approval. The bore plan shall be a scaled drawing or computer generated drawing showing the following information but not limited to: (see drawing "Typical Bore Plan")

The entrance and exit location
Profile of the bored pipe
All utilities including their depths and clearances from reamer
Width of the right of way
Pavement width
Length of the bore

The bore plan shall be signed by the responsible person in charge of the bore.

- The HDD contractor shall follow the minimum clearances as shown below from the bottom of the water main to the top of the reamer:

Water mains 12" and greater minimum clearance is 18" Water mains 10" and less minimum clearance is 12"

- The HDD contractor will be responsible for obtaining locates for all utilities in accordance with Chapter 556 of the Florida Statutes.
- The HDD contractor shall notify the City of Cocoa Inspection Division 48 hours in advance of the bore and notify the appropriate permitting agency per the conditions of the permit.

ENGINEERING INSPECTOR

- An approved copy of the bore plan will be given to Engineering Inspection Division.
- The Inspector for the project will have a copy of the bore plan at the project site.
- Prior to the HDD the Inspector shall verify that the materials at the project site for the directional bore are in accordance with the City of Cocoa's latest technical provisions and standard details.
- The Inspector shall verify the following prior to the commencement of the HDD:
 - Verify that the HDD contractor has obtained his/her utility locates;
 - Verify that all utilities have been visually spotted by the HDD contractor;
 - Verify that the permitting agency has been notified of the HDD; and d. Witness the calibration of the sonde.
- The Inspector shall remain at the project site until completion of the HDD. Any discrepancies shall be immediately reported to the Engineering Division. Once the corrective action is determined, the proper authority will be notified.

COMPLETION OF THE BORE

- A bore log shall be submitted to the Engineering Division after completion of the bore.

2.5.14 BLOWOFFS

Flushing blow-offs are to be installed and constructed as shown on the Standard Detail Sheet. Blow-off materials include 2" brass for nipples, brass threaded fittings, 2" brass angle wheel valve, and plastic meter box (purple for reclaimed). The plastic meter box is to be installed at grade over the wheel valve. The angle wheel valve will be within six inches of finished grade and will be plugged with a brass plug. 4" blow-offs will be required on both potable water and reclaimed water mains 12" and larger and must be constructed as shown on the Standard Detail Sheet. A reclaimed tag will be installed on reclaimed main blow-offs in a reclaimed meter box.

Brass used in potable water shall meet the low lead requirements as set forth in Section 2.1.6, "Service Connections".

2.6 TIE-INS TO EXISTING SYSTEMS

2.6.1 GENERAL

The Contractor is not to operate any valve or remove any thrust block from City-owned mains except under direct supervision of an Inspector of the Engineering Division. The Contractor may need a post restraining the existing piping for the tie-in as required by the Engineering Division. All Contractors must follow the procedures listed below for connecting new mains to existing water systems.

2.6.1.1 Mains 8" and smaller

Existing tie-in valves will be operated and pressure tested to verify water tightness prior to the proposed tie-in. Existing system valves that are not water tight, shall have a new valve installed immediately adjacent (within 2') to the existing valve. The Contractor will provide a 2" tap on the new main and a 2" tap on the existing main at the tie-in valve. A 2" jumper equipped with a City supplied meter and contractor supplied backflow preventer (double check) will be installed. The jumper will be utilized for filling the main, flushing the main, providing water for bacteriological sampling, and maintaining pressure in the main after a successful bacteriological test. The proposed tie-in valve is not to be operated and the jumper is not to be removed until clearance has been obtained from FDEP and the City. The Engineer of Record will be required to provide an executed FDEP certificate of completion prior to clearance. After clearance, the tie-in valve will be opened, the jumper removed, and the main thoroughly flushed under the supervision of the Inspector. All other existing valves closed as part of the job will be opened by the contractor under the supervision of the Engineering Division.

2.6.1.2 Mains 10" and Larger

The same procedure as noted for mains 8" and smaller will be used for mains 10" and larger except that the jumper will be utilized only for filling the main, providing water for bacteriological sampling, and maintaining pressure in the main after a successful bacteriological test. The tie-in valve can be opened for flushing and during chlorination only under the supervision of the Engineering Inspection Division. The tie-in valve is not to be operated and the jumper is not to be removed until clearance has been obtained from FDEP and the City. After clearance, the tie-in valve will be opened, the jumper removed, and the main thoroughly flushed under the supervision of the Inspector. All other existing valves closed as part of the job will be opened by the contractor under the supervision of the Inspector.

2.7 TESTING

2.7.1 GENERAL

All newly installed pipe and services that have been backfilled must be tested in accordance with AWWA specification C651.

2.7.2 JUMPER METER ASSEMBLY

All filling, and flushing, must be accomplished through a jumper meter assembly. The jumper meter assembly shall consist of a meter (provided by the City, paid for by the Developer/Contractor), and a double check backflow preventer and galvanized piping (provided by the Contractor). The jumper meter assembly shall be installed by the Contractor under the direct supervision of the Engineering Division. After installation, the Contractor shall have the backflow preventer certified by a backflow technician, and a copy of the test report shall be provided to the Engineering Division.

- A temporary jumper connection is required at ALL connections between existing active water mains and proposed new water main improvements, per the City of Cocoa Utilities Handbook. The only exception is the installation of a new fire hydrant involving a tap and using an anchoring/swivel nipple. In this case, all fittings and fire hydrant SHALL be swabbed with a 100 ppm chlorine solution prior to installation.
- The details for filling any water main from existing active water mains and for flushing of new mains up to 8" diameter (2.5 FPS minimum velocity) and for pulling bacteriological samples from any new water main of any size can be found in **Section 2.7.3-Flushing and Swabbing**. The jumper connection shall be maintained until after filling, flushing, testing, and disinfection of the new main has been successfully completed and clearance for use from the Florida Department of Environmental

Protection (FDEP) and other pertinent agencies has been received. The jumper connection shall also be used to maintain pressure in the new mains all the time after disinfection and until the FDEP clearance letter is obtained. Adequate thrust blocking and/or restraints shall be provided temporarily, as required. Pipe and fittings used for connecting the new pipe to the existing pipe shall be disinfected prior to installation in accordance with AWWA C651. The tapping sleeve and the exterior of the main to be tapped shall be disinfected by spraying or swabbing per Section II of AWWA C651.

- Flushing of 10" diameter and larger water mains may be done through the tie-in valve, under the direct supervision of the Engineering Division. The Engineering Division will be notified in writing 48 hours prior to the flushing of said mains.

The following procedures shall be followed:

- The existing tie-in valves shall be operated and pressure tested in the presence of the Engineering Division or Engineer to verify water tightness prior to the proposed tie-in. Valves which are not watertight shall be replaced or a new valve installed immediately adjacent to the leaking valve.
- The temporary jumper connection shall be constructed as detailed. The jumper connection shall be used to fill the new water main and for providing water for bacteriological sampling of the new main as required by the FDEP permit.

- Flushing shall not be attempted during peak demand hours of the existing water main.

- All downstream valves in the new system must be open prior to opening the tie-in valve.

- Provide for and monitor the pressure at the tie-in point, the pressure in the existing main must not drop below 35 psi.

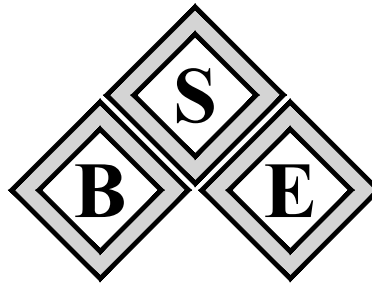
- Tie-in valve shall be opened a few turns only, ensuring a pressure drop across the valve is always greater than 10 psi.

- The contractor shall provide documentation demonstrating that the double check backflow prevention device has been tested and is in good working order at the time of installation. The test shall be performed by a qualified backflow prevention technician.

- Except as required to flush lines of greater than 8" in diameter, the tie-in valve shall remain closed. The tie-in valve shall remain closed until the new system has been cleared for use by FDEP and all other pertinent agencies.

- Upon receipt of clearance for use from FDEP and all other pertinent agencies, the contractor shall remove the jumper connection. The corporation stops are to be closed and plugged with 2" brass plugs.

- All installation and maintenance of the temporary jumper connection and associated backflow prevention device fittings, valve, etc., shall be the responsibility of the contractor.



B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING -
LAND SURVEYING

312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 723-3074 FAX: (321) 723-1159

CERTIFICATE OF PROFESSIONAL ENGINEERS
BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING
BUSINESS AUTHORIZATION: LB0004005

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

VERTICAL DATUM: NAVD83

3.1 MATERIAL SPECIFICATIONS

3.1.1 GENERAL

The Contractor will furnish all new materials of the size and kind shown on the drawings which will meet the following specifications or requirements. If the type of material is not specified on the drawings, the Contractor may use any of the types listed in this specification. The use of concrete for repairs on gravity sewer piping and lateral tie-ins is not permitted.

3.1.2 CONCRETE STRUCTURES

3.1.2.1 Precast Manholes

Precast manholes must be constructed in accordance with American Society of Testing and Manufacturing (ASTM) specification C478. Concrete will have a minimum 28-day compressive strength of 4,000 PSI. Cement will be Type II sulfate resistant. Steel will be minimum Grade 40 and placed as shown on the drawings. Shop drawings of manholes and lift station wet wells will be submitted to the Engineering Division for approval prior to casting. Chairs for supporting reinforcing steel will be non-corrosive plastic or Grade 316 stainless steel. Standard manholes will be 4 feet in diameter with a wall thickness of 5" for manholes of 6 feet in depth or less and wall thickness of 8" for manholes deeper than 6 feet.

Resilient connectors (boots) shall be used where PVC pipe penetrates manhole walls. Boots shall be NPC Kor-N-Seal or approved equal, watertight and shall be manufactured of materials resistant to decay caused by the sanitary sewer environment or by ambient soil conditions. All hardware shall be stainless steel. Boots shall be installed in accordance with manufacturer's recommendations.

3.1.2.2 Flotation Uplift of Fiberglass Manhole

When a fiberglass manhole is specified, the EOR shall provide the design analysis showing where flotation uplift is counteractive.

3.1.3 PIPE

3.1.3.1 PVC Pipe and Fittings, DR 35

PVC pipe and fittings (DR 35) will be manufactured in accordance with ASTM specification C3034. DR 35 pipe is acceptable on gravity installations with a depth of 12.0 feet or less. Pipe will be of the elastomeric gasket joint type supplied in lengths of 12.5 feet. Solid wall ribbed PVC pipe with a stiffness of 60 psi or greater will be considered on a case-by-case basis at the discretion of the Engineering Division. Critical installations, as determined by the Engineering Division, will require use of poly-lined ductile iron pipe, coated with Protecto 401 ceramic Epoxy.

3.1.3.2 PVC Pipe, DR 18

PVC pipe (DR-18) will be manufactured in accordance with AWWA specification C900. DR-18 pipe is required for pressure force main installation. Pipe will be of the elastomeric gasket joint type. Color-coded identification tape will be installed on all force mains.

3.1.3.3 Ductile Iron

Ductile iron pipe will be coated with Protecto 401 ceramic Epoxy for force main, gravity, and valve pit installation. Exposed piping in valve pits will be pressure Class 350 with cast iron epoxy exterior coating. Buried ductile iron pipe will be wrapped in a color-coded polyethylene encasement in accordance with ANSI/AWWA T1/C105.

3.1.4 MANHOLE ACCESS COVERS

3.1.4.1 Cast Iron

Cast iron manhole covers and rings must be traffic load bearing and have an O-Ring seal similar to **USF No. 225-AS ORS**. Bearing surfaces will be machined to produce a tight, even seating surface without rocking. Minimum clear opening will be 24". The words "CITY OF COCOA" and "SANITARY SEWER" will be cast into manhole covers. Manholes installed in high water areas will be sealed by a method approved by the Engineering Division.

3.1.4.2 Aluminum

Aluminum access covers will be designed for 300 PSF live load and will be equipped with stainless steel hinges, automatic lock mechanism in the open position, closed position lock hasp, and retractable grip for opening.

See Detail Sheets:

- Manhole Ring and Cover
- Check Valve Vault
- Lift Station

3.1.5 COATINGS

3.1.5.1 Water Based Acrylic

The interior and exterior surfaces of manholes shall be coated with a three-coat water based acrylic coating. The interior and exterior coats shall be factory applied to the coating manufacturer's recommendation with a minimum total DFT of 12 mils. Each of the coats will be 4 mils thick of contrasting colors. The interior shall be coated red, black, and a final gray coat. The exterior shall be coated red, gray, and a final black coat.

3.1.5.2 HDPE Sheet Lining

Where an HDPE liner is specified, the entire wall area of the manhole will be protected with a high-density polyethylene liner cast into the concrete. This liner must be **AGRU Sure Grip as manufactured by Alois Gruher** or approved equal. All joints will be heat fusion welded to create a watertight lining. The liner shall be installed and tested per the manufacturer's guidelines. Such lining must be warranted against defects in materials and workmanship for a period of five years from date of installation.

3.1.5.3 Exposed Piping

Exposed piping, pumps, and equipment exposed to raw sewage in manholes, valve pits, and wet wells will be coated with a two-coat coal tar epoxy exterior coating system with a minimum DFT of 12-15 mils. Coal tar epoxy will be Rustoleum 9578 or approved equal. Equipment and pump information tags will not be painted. Pump discharge piping in lift station wet wells will be Grade 316 105 stainless steel, refer to Section 3.8.3.2, "Exposed Piping".

3.1.6 MISCELLANEOUS MATERIALS

3.1.6.1 Manhole Steps

Manhole steps are not permitted.

3.1.6.2 Hardware

All nuts, bolts, washers, anchors, and, brackets inside the wet well or manhole must be manufactured from Grade 316 stainless steel. Bolts for fastening flanged fittings inside the valve pit may be steel, coated with the specified piping coating system. Never-seize/Anti-seize shall be applied to all S5 bolts and nuts.

3.2 CONSTRUCTION

3.2.1 LOCATION AND GRADE OF SEWERS

The line and grade of the sewer, as well as the location of manholes, services, and all other appurtenances, will be as shown on the drawings. The grade line as given on the drawings indicates the grade of the invert of the sewer pipe.

Gravity sewer shall be designed and constructed with the following maximum and minimum slopes:

Minimum and Maximum Slopes for Gravity Sewers

Size (in) **Maximum (%)** **Minimum (%)** **Minimum (ft)** 141.0460 660.6080 360.33100 280.2510 220.220 20
The Engineer of Record shall certify that the slopes of the gravity sewer meet the above maximum and minimum slopes. Sewer lines with slopes not meeting the above maximum and minimum slopes will be rejected.

"As-built" drawings shall show the gravity line slopes.

Sewers shall be laid with uniform slope and straight alignment between manholes. Gravity sewer pipe shall be installed with the bell end upstream. The pipe shall be installed from downstream to upstream unless specific permission is obtained from the Engineering Division. Manholes shall

be designed with a minimum difference of 0.04 feet between the invert elevations of the incoming and outgoing sewers.

3.2.2 MATERIAL HANDLING

3.2.2.1 Precautions

All supplies shall be stored and maintained by the contractor per manufacturer's recommendations. Every precaution will be taken to prevent injury to pipe and piping materials during transportation and delivery to the work site. Under no condition will pipe be dropped, bumped, dragged, or picked up by inserting forks into the end of pipe. Pipe lifted by placing forks into pipe shall be removed from job site.

3.2.2.2 Damaged Materials

If in the process of transportation, unloading, or handling, any pipe or fitting is damaged, it will be rejected and removed from the site.

3.2.2.3 Storage

Pipe fittings and specials will be stored in a manner which will assure the protection of the material from damage and which will keep it clean. Sun damaged materials exposed to adverse conditions will be rejected.

3.2.3 TRENCH EXCAVATION, SHORING, AND SHEETING

3.2.3.1 Trenches

Sewer trenches will not be opened in advance of the placing of the sewer pipe for a distance greater than that required to install the sewer pipe. In no case will the open trench ahead of the sewer pipe exceed 25 feet. Backfill in the pipe zone will be accomplished immediately after joining the pipe to prevent movement.

3.2.3.2 Shoring, Sheeting, and Bracing of Excavations

The excavation must be sheeted and braced when necessary to prevent cave-in during excavation in unstable material or to protect adjacent structure, property, workers, and the public. The sheeting will be maintained in place until the pipe or structure has been placed and backfilled. Shoring and sheeting will be removed, as the backfilling is done, in a manner that will not damage the pipe or structure or permit voids in the backfill. All sheeting, shoring, and bracing of excavations will conform to the Trench Safety Act and requirements of the Federal, State, or local public agency having jurisdiction. The most stringent of these requirements will apply. The Contractor shall have a Competent Person (trench safety) on the job site at ALL times.

3.2.4 CONTROL OF WATER

3.2.4.1 Equipment

The contractor will furnish, install, and, operate all necessary machinery, appliances, and equipment to keep the excavations reasonably free from water during construction. The Contractor will de-water and dispose of the water so as not to cause damage to public or private property or to cause a nuisance or a menace to the public. The Contractor will at all times have on hand sufficient pumping equipment and machinery in good working condition for all ordinary emergencies and will have available at all times competent human resources for the operation of the pumping equipment. The de-watering system will not be shut down between shifts, on holidays or on weekends, or during work stoppages.

All equipment shall conform to The City of Cocoa's noise ordinance Chapter 13.5, Article II, Section 13.5-21 through Section 13.5-26.

3.2.4.2 Ground Water

The control of ground water must be such that softening of the bottom of excavations or formation of "quick" conditions or "boils" will be prevented. De-watering systems will be designed and operated to prevent the removal of the natural soils. Discharge from pumps will be accommodated in accordance with the St. Johns River Water Management District's requirements. The Contractor is responsible for obtaining all de-watering permits such as NPDES permit.

3.2.4.3 Static Water

The static water level will be drawn down below the bottom of the excavation to maintain the undisturbed state of the natural soils and allow the placement of backfill to the required density. The de-watering system will be installed and operated so that the ground water level outside the excavation is not reduced to the extent that would damage or endanger adjacent structures or property.

3.2.5 PIPE PLACEMENT AND JOINTING

Pipe placement will progress upward with the spigot ends of the pipe pointing in the direction of flow. Each pipe will be placed true to line and grade with a laser beam system. All pipes will be joined in a professional manner and in accordance with the manufacturer's instructions.

Pipe ends will be carefully cleaned prior to jointing. Pipe will be placed either on a prepared bed of undisturbed earth in the bottom of the trench shaped as required to fit the pipe or upon a layer of properly placed bedding material.

3.2.6 MATERIAL FOR BEDDING AND BACKFILLING

3.2.6.1 Unsuitable Material

Wherever excavations of the trench expose unsuitable materials such as peat, soft clay, quicksand, rock, boulders, stones, or unstable material in the bottom of the trench which, in the opinion of the Engineer of Record or Inspector, is unsuitable foundation upon which to lay or support the pipe, backfill, and expected superimposed loads, such unsuitable materials will be removed to a depth necessary to reach material having adequate bearing capacity and at a width of trench at least equal to the minimum trench width as specified. The space created by removal of this unsuitable material will be backfilled using suitable backfill or bedding material as specified.

3.2.6.2 Suitable Material

Suitable material for bedding and backfilling will be dry, clean natural sand or gravel. The material will be placed in 6" layers and compacted, using mechanical compacting equipment, to a dry density equal to 98 percent (98%) of the maximum dry density as determined by the standard Proctor compaction test ASTM specification D698, each layer being compacted to the required density prior to placing the next layer. The Engineering Division shall require the density to be checked by a licensed laboratory at each manhole and at two points between manholes as selected by the Engineer of Record or Inspector, at no cost to the City.

3.2.7 MANHOLE INSTALLATION

3.2.7.1 Base Unit

The base unit for manholes and wet wells will be reinforced concrete with a monolithically poured base and bottom riser section. The base unit will be placed before the sewer pipe is

placed to or away from the manhole. The base unit will be placed in a dry hole on a bedding of 6" to 8" of ¾" to 1" rock (57 stone or recycled concrete aggregate per FDOT specifications).

3.2.7.2 Manhole Chamber

Invert channels will be constructed, smooth and semicircular in shape, conforming to the inside of the adjacent sewer section. Changes in direction of flow will be made in a smooth curve of as large a radius as possible. Changes in size and grade of channels will be made gradually and evenly. Invert channels will be formed by one of the following methods: formed directly into a poured concrete manhole base, built up with brick and mortar, half tile set in concrete, or full section of sewer pipe installed through the manhole with the top half cut out. The manhole floor outside of channels will be made smooth and will be sloped toward channels. Free drop connections inside manholes are not allowed. All drop connections will be constructed outside the manhole.

3.2.7.3 Joints

Precast manhole joints must be watertight and sealed with plastic pre-formed joint filler similar to **Ram-Nek**. All joint areas will be factory primed. Manhole-to-pipe connections will be by factory-supplied flexible boots.

3.2.7.4 Non-Shrink Grout

The annular space between the sewer pipe and the opening in the manhole will be grouted with non-shrink grout to ensure a watertight joint.

3.2.7.5 Coating

The interior and exterior surfaces of manholes shall be coated in accordance with Section 3.1.5, "Coatings".

3.3 WATER MAIN CROSSINGS

3.3.1 GENERAL

In all cases where sanitary gravity or force mains cross water mains the crossing shall meet the vertical and horizontal separation requirements of FAC Rule 62-555.314. When separation requirements cannot be met, the Engineer of Record must propose an alternative solution that

meets the requirements of FAC 62-555.314 for approval by the Engineering Division. The water main should cross above the sanitary main, when the water main must cross below the sanitary main, the minimum separation shall be 12 inches.

3.4 SERVICE CONNECTIONS

3.4.1 GENERAL

The contractor must install commercially manufactured wye branches compatible with the material used in the sewer main. Where the service line piping is of a different material than the sewer main, the fittings and transition pieces will be specially designed for the connection of the different materials and must be approved by the Engineering Division.

3.4.1.1 Connecting to Manholes

Service connections made directly to a manhole shall be core drilled and fitted with a flexible coupling to provide a seal around pipe. Pipe will be a minimum of 6" in diameter and shall include an eye and clean-out in a green meter box located on the Customer side of the right-of-way or easement (see "Typical Lot Service Line Location" detail). Connections requiring a drop will be piped to the bottom of the manhole on the outside (see "Manhole with Outside Drop" detail).

Force mains coming from private lift stations into a gravity manhole requiring a drop will be piped to the bottom on the outside of the manhole and fitted with 45-degree bends directed toward the invert of the gravity main (see detail "Force Main Connection to Manhole").

3.5 FIELD TESTING OF SEWER SYSTEMS

3.5.1 GENERAL

All sewer lines will be subject to a leakage test at the discretion of the Engineering Division. The test shall be either an infiltration, exfiltration, or air pressure test as determined by the Engineering Division. The test will be conducted by and at the expense of the Contractor in the presence of the Inspector.

Maximum allowable leakage is 100 gallons per day, per inch diameter of pipe, per mile of pipe. If the amount of maximum leakage is exceeded, the Contractor will make the necessary repairs and schedule a re-test. Acceptable methods of repairing leaks are by excavation.

3.5.1.1 Visible Leaks

All visible leaks in structures will be eliminated regardless of the amount of flow.

3.5.1.2 Televised Inspection

Television inspection must be provided by the contractor and will be performed after final completion of the job site or roadway. A Digital Video Disc (DVD) record of the inspection with an audible description of the run, including its direction and location, the location and description of any service laterals, and a description of any defect or abnormality must be included.

3.5.1.3 Pressure Testing

Force mains will be hydrostatically tested at a pressure of 100 psi for one hour. The contractor will install air reliefs as necessary for relieving air prior to testing. The maximum allowable leakage of water per thousand feet of pipe is as indicated in the following table:

Maximum Allowable Leakage per 1,000 Feet of Pipe

Size (in) **Allowable Leakage (gal/hour)** 10.2760 18.00 54.100 68.120 81.161 08.201 35

3.5.1.4 Vacuum Testing of Manholes

All sewer manholes shall be required to meet the requirements of the vacuum test as per the current ASTM C 1244 "Standard Test Method for Concrete Sewer Manholes by the negative Air Pressure (Vacuum) Test" prior to acceptance. Manholes and connected piping must be backfilled to finished grade prior to testing.

A vacuum of 10 inches of mercury shall be drawn and the vacuum pump shut off. With the valves closed, the time for the vacuum to drop to 9 inches of mercury shall not be less than that shown in the following table:

Vacuum Testing for Given Manhole Size

Manhole Depth (ft) **Time Elapsed" (Sec)** 48 in60 in72 in
160-8202633102534411230394914934657164052671845597320506581225272882459789726648510528699113307498121" Times shown are minimum elapsed times, in seconds, for a drop in vacuum of 1 inch of mercury.

3.6 RECORD DRAWINGS

3.6.1 GENERAL

Record drawings are required for all systems to be accepted by the Engineering Division. Record drawings will be prepared by a surveyor or an engineer registered in the State of Florida and will contain the following information:

- Location of all gate valves, valve pits, force main check valves, fittings, air release valves, tapping saddles, manholes, lift stations, wet wells, and cleanouts using at least two ties to permanent points (manholes, curbs, or storm water inlets). An acceptable station and offset system shall be used for lateral lines.
- The as-builts must include the location of the wye branch, the end of the sewer service referenced to the next downstream manhole of each run, the offset of the end of the service referenced from the centerline of the main sewage pipe, and the depth at the end of the service.
- Location of sewer mains from property easement lines or edge of pavement at intervals of 300 feet.
- Separation between reclaimed water or force mains and water mains if they are installed within 10 feet of water mains.
- Sewer main material, diameter, length of run, and distance of mains from buildings or structures within 20 feet of the sewer main.
- Elevations of the top (rim) and pipe inverts at each manhole and the length and slope of each run of pipe are required on the as-builts (all elevations must be tied to NAVD83).
- Pertinent easement information.
- A minimum of two (2) northings and eastings geographic coordinates.
- Certification by the surveyor or Engineer of Record accepting responsibility for accuracy of information supplied on the record drawings and a statement certifying that all mains are within easements and/or public right-of-way. The name "City of Cocoa" must appear on all record drawings survey information.

Record drawings will be drawn at an engineering scale that is legible and readable as determined by city staff. Areas requiring additional detail may be enlarged as necessary. Right-of-way, easements, and lot lines must be accurately shown. After the surveyor or engineer has certified the locations, the engineer will certify on a DEP Form 62-604.300(10) that the system depicted on the record drawing was constructed in substantial conformance with approved plans and will function as intended. Lot, block numbers, and street names will be included. Provide two (2) sets of signed and sealed record drawings and one (1) digital file including all reference files in .DWG format (AutoCAD 2013 or higher).

3.7 FORCE MAIN VALVES

3.7.1 GENERAL

Valves for use in force mains must be epoxy coated resilient seat gate valves. The resilient seating surface will be bonded to the gate and will seal under compression without wedging or sliding.

Requirements stated in **Portable & Reclaimed Water Section 2.2.2**, "Valves, Valve Boxes, and Valve Extensions" and **Section 2.5.8**, "Valves and Fittings" shall also be met for force main valves.

Air release valves will be of the Combination Air Release and Vacuum (CARV) type. CARV valves shall have a working pressure range of 3-150psi, testing pressure of 250psi, maximum operating temperature of 140°F, 2" threaded inlet and 1.5" outlet, reinforced nylon body, 316 SS internal parts. See "Appendix A", Approved Materials.

CARV valves will be installed in a concrete pit at high points in the main. See Detail "Air Release Valve".

3.8 FORCE MAIN PIPE

3.8.1 RESTRAINED PIPE JOINTS

The Engineer of Record shall provide a restrained joint detail on drawings submitted to the City for approval. Restraining is to apply to all new fittings installed as part of the job, including tapping saddles.

3.9 LIFT STATIONS

3.9.1 PRECAST WET WELLS

Precast wet wells must be constructed in accordance with ASTM specification C478. Concrete will have a minimum 28-day compressive strength of 4,000 PSI. Cement will be Type II sulfate resistant. Reinforcement steel will be minimum Grade 40 and placed as shown on the drawings ("Lift Station" Sheets 1 and 2 of 4). Shop drawings of manholes and lift station wet wells will be submitted to the Engineering Division Supervisor for approval prior to casting. Chairs for supporting reinforcing steel will be non-corrosive plastic or Grade 316 stainless steel. Linings for wet wells shall conform to Section 3.9.3, "Coatings". EOR shall approve precast wet well design.

3.9.2 WET WELL ACCESS COVERS

Aluminum access covers will be designed for 300 PSF live load with a safety factor of three (3). There shall be two 24" x 48" swing covers equipped with Grade 316 stainless steel hinges and Grade 316 stainless steel tamper-proof fasteners, closed position lock hasp, and retractable grip for opening. The cover will open to 90 degrees and lock automatically in the open position with a stainless steel positive locking arm. The release will be made by a stainless steel release handle. The cover will be flush with the top of the frame and rest on a ¾-inch wide lip around the inside of the frame. The hatch will be a **Bilco** or **Halliday** product. Hatch size of the cover will be determined by the wet well size and pump size to provide at least 12" of clearance on all sides of the pump with a minimum hatch dimension of 48" x 48". The wet well access cover needs to be flush with the top of the concrete.

3.9.3 COATINGS

3.9.3.1 HDPE Sheet Lining

The entire interior wall and top surface of the wet well will be protected with an HDPE liner designed to protect concrete from corrosion in a collection system pump wet well. The liner shall be a minimum thickness of 0.075 inches. Anchoring studs shall be the same material, and shall be integrally extruded with the sheet and shall have a minimum height of 0.39 inches and a length of 0.55 inches. The HDPE sheeting will be cast into the concrete. This liner will be **AGRU Sure Grip** as manufactured by **AGRU America, Inc.** or approved equal. Flat liner used for overlapping joints shall have a minimum thickness of 0.018 inches. All joints will be heat fusion welded to create a watertight lining. Such lining shall be warranted against defects in materials and workmanship for a period of five years from date of installation.

3.9.3.2 Exposed Piping

Pump discharge riser pipes and fittings inside the wet well will be Grade 316 105 stainless steel with flanged fittings. Piping exposed to raw sewage in valve pits will be coated with a two-coat coal tar epoxy exterior coating system with a minimum DFT of 12-15 mils. Coal tar epoxy will be **Rustoleum 9578** or approved equal. Equipment and pump information tags will not be painted.

3.9.4 SUBMERSIBLE PUMPS

Lift station submersible pumps will be **Hydromat**, **ABS**, or **Flygt** with three-phase power and 3" minimum solids handling capacity. Pump volute, seal housing, and motor housing will be cast iron. Pump impeller will be two vane, one-piece cast iron construction. Pump shaft will be one-

piece 316 stainless steel, equipped with tandem seals with separate chambers for each seal. Seals will have tungsten carbide faces with 316 stainless steel hardware. Seal chambers will be equipped with probes to detect water intrusion. Motors will be oil-filled with automatic reset over-temperature sensors embedded in the motor windings. Pumps will be equipped with a stainless steel slide rail system, dual rail type. The pump discharge coupling will be flanged cement-lined ductile iron, 4" minimum diameter, bolted to the wet well floor by 316 stainless steel fasteners. Flanges will be machine threaded. (Compression-type flanges will not be allowed) Flange bolts, washers, and nuts will be 316 stainless steel. All pipes entering or exiting the wet well shall be sealed in a manner that will prevent water leaks around pipes.

3.9.5 VALVE PIT

A separate valve pit shall be constructed adjacent to the wet well to house a check valve for each pump, a gate valve for each pump, and one gate valve for emergency pump-out. The valve pit shall be configured to allow a minimum of 8 inches between the bottom of pipe flanges and the floor or wall. The emergency pump-out outlet will include a brass 4" male quick-disconnect complete with brass cover. The cross will be tapped to accommodate a brass gate valve with a threaded on 0-100 PSI glycerin-filled pressure gauge. The valve pit is to be made of precast or cast-in-place concrete with a cast concrete cover equipped with an aluminum access hatch cast in the concrete. Aluminum access covers will be designed for 300 PSF live load with a safety factor of three (3). There shall be two 24" x 48" swing covers equipped with Grade 316 stainless steel hinges and Grade 316 stainless steel tamper-proof fasteners, closed position lock hasp, and retractable grip for opening. The cover will open to 90 degrees and lock automatically in the open position with a stainless steel positive locking arm. The release will be made by a stainless steel release handle. The cover will be flush with the top of the frame and rest on a ¾-inch wide lip around the inside of the frame. The dual swing access hatch will be a **Bilco** or **Halliday** product. Hatch size will be determined by the installation with a minimum dimension of 48 x 48 inches. The valve pit access cover needs to be flush with the top of the concrete. The valve pit depth is a maximum of 36" deep.

3.9.6 CHECK VALVES

Check valves will be flanged, with fusion bonded epoxy coating with an outside weight and lever, cast iron housing, 316 stainless steel seat ring, clapper with neoprene seating surface, O-ring- sealed stuffing box (minimum size 4"). Bolts, washers, and nuts will be Grade 316 stainless steel. Check valves shall meet AWWA specification C508. Flanged end dimensions will be drilled to ANSI standard B16.1 class 125.

3.9.7 GATE VALVES

Gate valves will be resilient seated, 4" minimum diameter, with flanged ends, hand wheel operated, non-rising stem, epoxy coated, equipped with double O-ring-sealed stuffing box and Grade 316 stainless steel fasteners. Gate valves will meet AWWA specification C509 and C515. Flanged end dimensions will be drilled to ANSI standard B16.1 class 125.

3.9.8 CONTROL PANEL

The control panel will be isolated with a 200-amp fusible breaker disconnect housed in a NEMA 4X, stainless steel lockable cabinet.

The control panel enclosure will be Grade 316 stainless steel, NEMA 4X rated with a heat-reflecting hood. The minimum inside dimensions will be 36" wide x 48" high x 12" deep. Control voltage will be 120 VAC. **Control voltage transformer will be sized to support a 20 Amp circuit.** Control wiring will be 14 AWG stranded. The enclosure will be equipped with an aluminum dead front inner panel with cutouts for all circuit breakers; elapsed time meter (non-reset, hour and one-tenth hour, 120 VAC); one duplex 120 VAC convenience outlet (GFI protected); a top mounted LED work light; minimum 24 inches in length; hand-off-automatic (HOA) switch for each pump; seal failure light for each pump (amber); run light for each pump (red); one trip light for each pump (amber); SCADA bypass switch, inside and outside float on-off switch.

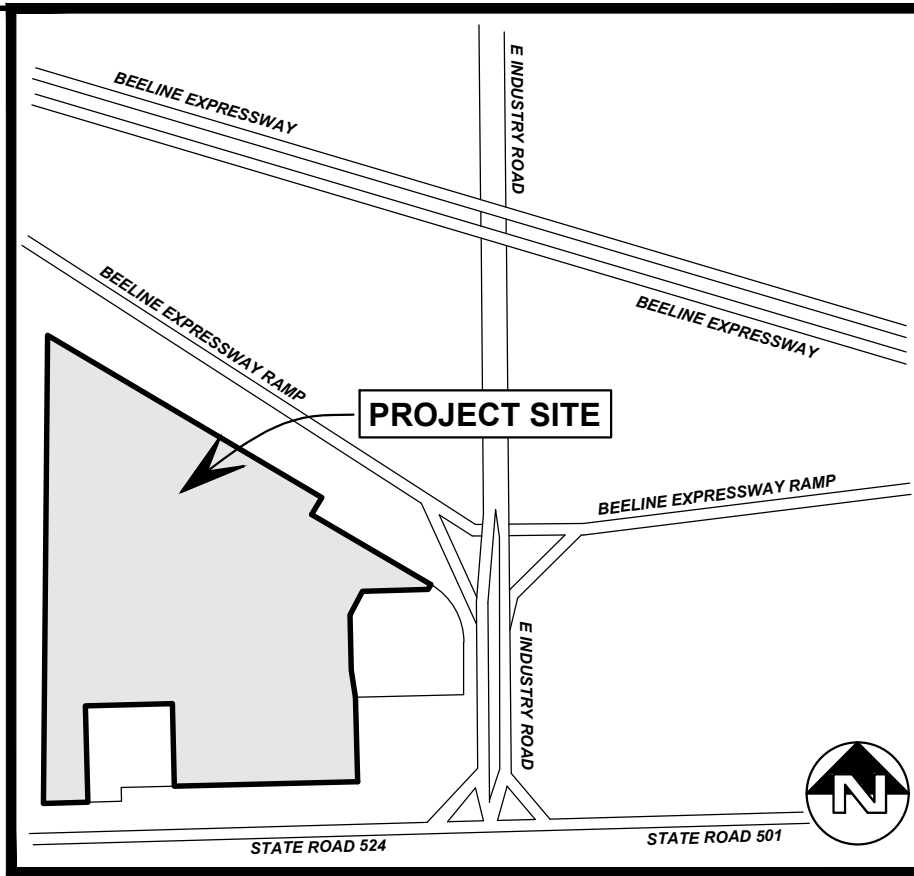
Floats will be used to provide level control. There will be one float for pump shut-off, one for lead pump turn-on, one for lag pump turn-on, and one for high-level alarm. Floats will be Roto- Float type-5 as manufactured by Anchor Scientific with all weights and switches encapsulated. Floats will operate on normal 24 VAC supplied from a step-down 120 VAC to 24 VAC transformer located in the control panel. Float wiring from control panel to pump J-box will be a minimum of #14 AWG copper wire. City will provide signal cable that will run from the control panel to the pump J-box in the same conduit as the float wiring.

Motor starters will be NEMA-rated with three-leg protection, circuit breakers (molded case), and all pilot devices (switches, relays, lights) will be manufactured by **Square-D**.

The control panel will be equipped with a **Russel Stoll model JRS 1044FR 100-amp emergency generator receptacle** and emergency main circuit breaker with

CIRRUS

BEING A RE-PLAT OF LOT 1, HOME DEPOT COCOA ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGE 87, PUBLIC RECORDS BREVARD COUNTY FLORIDA, LYING IN SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA
PRELIMINARY PLAT



PLAT BOOK _____, PAGE _____

SHEET 1 OF 4

SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, COCOA RETAIL, LLC, a North Carolina Limited Liability Company, being the owner in fee simple of the lands described in

CIRRUS

Hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates all public drainage and utility easements as further described in the notes or as shown hereon. The owner hereby dedicates to the public and the City of Cocoa, Florida, all easements shown hereon as public easements and a perpetual public easement over and across Lot 1A and Lot 1B for ingress and egress for law enforcement and emergency vehicles, emergency access and emergency maintenance.

By: _____
Printed Name: _____

SEAL

Attest: _____
Printed Name: _____

Attest: _____
Printed Name: _____

COCOA RETAIL, LLC
1111 METROPOLITAN AVENUE
SUITE 700
CHARLOTTE, NORTH CAROLINA 28236

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _____ physical presence _____ or online notarization, this _____ by the above named Limited Liability Company under the laws of the State of _____ on behalf of the company, who is personally known to me _____ or has produced _____ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

NOTARY PUBLIC _____
My Comm. Expires _____

SEAL

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed professional surveyor and mapper, does hereby certify that on 11/11/2019 he completed a boundary survey of the lands shown on the foregoing plat; and that said plat was prepared under his direction and supervision and that said plat complies with all of the survey requirements of Chapter 177, part 1, Florida Statutes, and that said lands are located in the City of Cocoa, Brevard County, Florida.

Registration Number 5611
LESLIE E. HOWARD
B.S.E. Consultants, Inc.
312 South Harbor City Boulevard, Suite #4
Melbourne, Fla. 32901
Certificate of Authorization Number: LB-0004905

CERTIFICATE OF REVIEWING SURVEYOR

I HEREBY CERTIFY, That I have reviewed the foregoing plat and find that it is in conformity with Chapter 177, part 1, Florida Statutes.

J. Barry. Cabannis
Reg. Florida Surveyor & Mapper #4524
Reviewing Surveyor for the City of Cocoa

CERTIFICATE OF APPROVAL OF MUNICIPALITY

THIS IS TO CERTIFY, That on _____, the foregoing plat was approved by the City Council of the City of Cocoa, Florida.

Michael C. Blake, MAYOR

ATTEST: _____
Carie Shealy, CITY CLERK

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Part 1, Florida Statutes, and was filed for record on _____ at _____.

File No. _____

ATTEST: _____
Clerk of the Circuit Court in and for Brevard County, Fla.

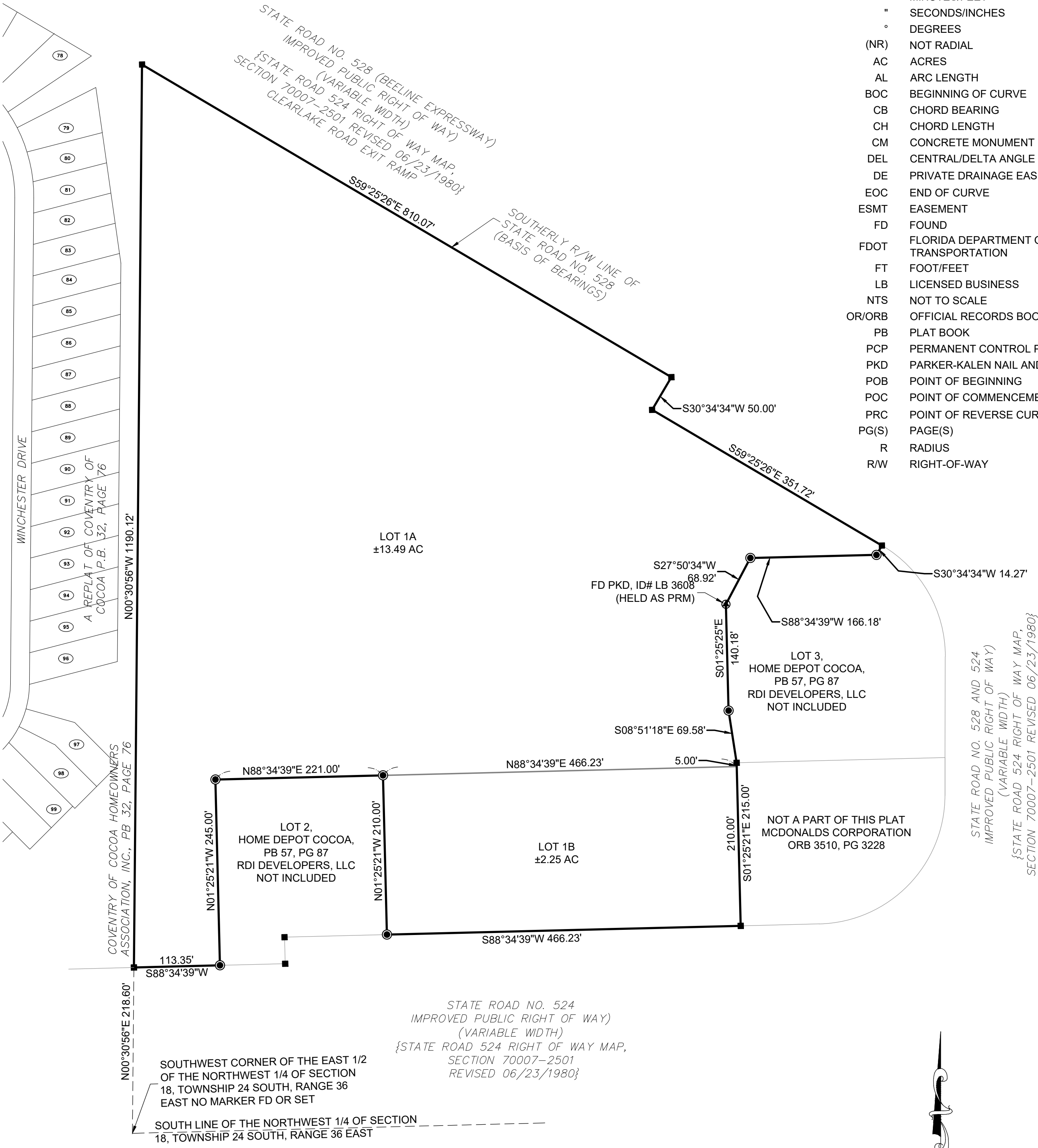
PLAT NOTES:

- BEARING REFERENCE: ASSUMED BEARING OF N00°30'56"E ON THE WEST LINE OF LOT 1, HOME DEPOT COCOA AS RECORDED IN PLAT BOOK 57, PAGE 87, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
- SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTES, CHAPTER 177.091(9).
- ALL PLATTED PUBLIC UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- THE LANDS PLATTED HEREON ARE SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN EASEMENT IN FAVOR OF FLORIDA GAS TRANSMISSION COMPANY AS REFERENCED IN FINAL JUDGMENT RECORDED IN OFFICIAL RECORDS BOOK 599, PAGE 315.
- THE LANDS PLATTED HEREON ARE SUBJECT TO THE TERMS, COVENANTS, CONDITIONS, EASEMENTS, RESTRICTIONS AND OTHER PROVISIONS SET FORTH IN DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS BY INTERCHANGE ASSOCIATES, INC., A DELAWARE CORPORATION, RECORDED IN OFFICIAL RECORDS BOOK 3299, PAGE 3156
- THE 36' SHARED ACCESS EASEMENT SHOWN ON LOT 1B IS HEREBY DEDICATED TO THE OWNERS OF LOT 1A FOR VEHICULAR AND PEDESTRIAN ACCESS.
- THE LANDS PLATTED HEREON ARE SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN TWENTY (20) FOOT WIDE REUSE MAIN AND INGRESS/EGRESS EASEMENT IN FAVOR OF THE CITY OF COCOA SET FORTH IN REUSE MAIN AND WATER LINE & INGRESS/EGRESS EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 3372, PAGE 4481. NOTE: THE TWENTY (20) FOOT WIDE WATER LINE AND INGRESS/EGRESS EASEMENT WHICH WAS ALSO GRANTED IN SAID INSTRUMENT WAS VACATED BY RESOLUTION NO. 2005-65 RECORDED IN OFFICIAL RECORDS BOOK 5510, PAGE 2725.
- THE LANDS PLATTED HEREON ARE SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN TWENTY (20) FOOT WIDE EASEMENT FOR SANITARY SEWER FORCE MAIN AND A TWENTY (20) FOOT WIDE EASEMENT FOR SANITARY SEWER LINE IN FAVOR OF THE CITY OF COCOA SET FORTH IN FORCE MAIN AND SEWER LINE & INGRESS/EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 3372, PAGE 4486. NOTE: A PORTION OF SAID EASEMENT(S) WAS/WERE VACATED BY RESOLUTION NO. 2005-100 RECORDED IN OFFICIAL RECORDS BOOK 5557, PAGE 4594.
- THE LANDS PLATTED HEREON ARE SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN RIGHT OF WAY EASEMENT FROM INTERCHANGE ASSOCIATES, INC. IN FAVOR OF SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY RECORDED IN OFFICIAL RECORDS BOOK 3387, PAGE 3308.
- COVENANT SET FORTH IN SHORT FORM LEASE BY AND BETWEEN INTERCHANGE ASSOCIATES, INC., LANDLORD, AND ECKERD CORPORATION, TENANT, RECORDED IN OFFICIAL RECORDS BOOK 3511, PAGE 710, AS ASSIGNED, MODIFIED, SUPPLEMENTED AND/OR AMENDED BY THE DOCUMENTS LISTED ON EXHIBIT A OF THAT CERTAIN INSTRUMENT BY AND BETWEEN CVS EGL 524 COCOA FL, L.L.C., SUCCESSOR IN INTEREST TO ECKERD CORPORATION, TENANT, RDI DEVELOPERS, LLC, SUCCESSOR IN INTEREST TO INTERCHANGE ASSOCIATES, INC., LANDLORD, ET AL, RECORDED IN OFFICIAL RECORDS BOOK 5563, PAGE 6287.

LEGAL DESCRIPTION

LOT 1 OF HOME DEPOT COCOA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 57, PAGES 87 THROUGH 93, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

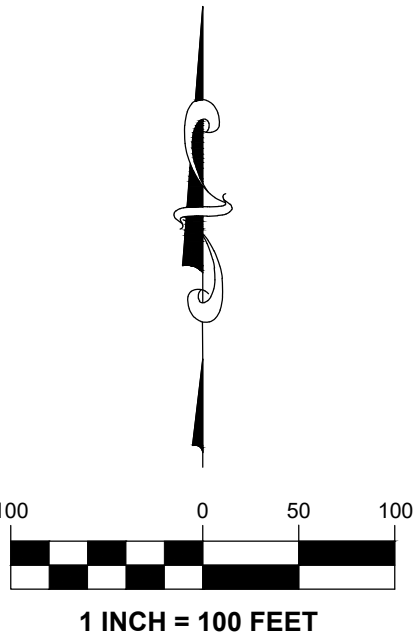
- ABBREVIATIONS
- MINUTES/FEET
 - SECONDS/INCHES
 - DEGREES
 - NOT RADIAL
 - ACRES
 - ARC LENGTH
 - BEGINNING OF CURVE
 - CHORD BEARING
 - CHORD LENGTH
 - CONCRETE MONUMENT
 - CENTRAL/DELTA ANGLE
 - PRIVATE DRAINAGE EASEMENT
 - END OF CURVE
 - EASEMENT
 - FOUND
 - FLORIDA DEPARTMENT OF TRANSPORTATION
 - FOOT/FEET
 - LICENSED BUSINESS
 - NOT TO SCALE
 - OFFICIAL RECORDS BOOK
 - PLAT BOOK
 - PERMANENT CONTROL POINT
 - PARKER-KALEN NAIL AND DISK
 - POINT OF BEGINNING
 - POINT OF COMMENCEMENT
 - POINT OF REVERSE CURVATURE
 - PAGE(S)
 - RADIUS
 - RIGHT-OF-WAY



SURVEY SYMBOL LEGEND

- PERMANENT REFERENCE MONUMENT (PRM); FD 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4905, UNLESS OTHERWISE NOTED
- SET 5/8" IRON ROD & CAP STAMPED "PRM LB4905" UNLESS OTHERWISE NOTED
- SET MAG NAIL & DISK STAMPED "PRM LB4905" UNLESS OTHERWISE NOTED

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



B.S.E. CONSULTANTS, INC.
CONSULTING • ENGINEERING • LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 725-8674 FAX: (321) 725-1159
CERTIFICATE OF BUSINESS AUTHORIZATION #605
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION LB0004905

DATE: 08/31/20
DESIGN/DRAWN: ALS/AH
DRAWING# 11545_300_001
PROJECT# 11545

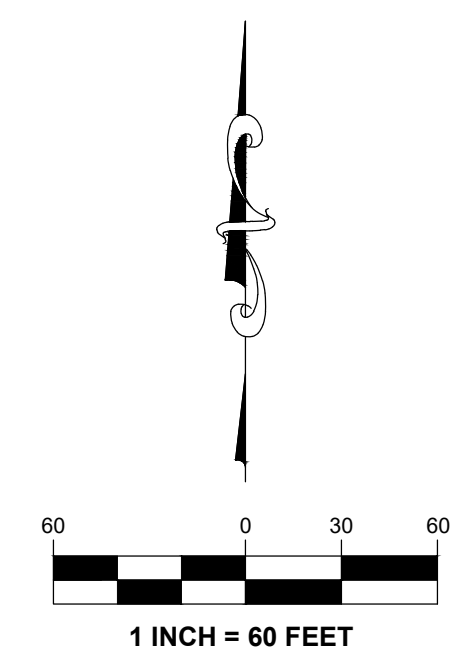
- THIS PLAT PREPARED BY -

CIRRUS

BEING A RE-PLAT OF LOT 1, HOME DEPOT COCOA ACCORDING
TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGE
87, PUBLIC RECORDS BREVARD COUNTY FLORIDA, LYING IN
SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST
CITY OF COCOA, BREVARD COUNTY, FLORIDA
PRELIMINARY PLAT

- SURVEY SYMBOL LEGEND**
- PERMANENT REFERENCE MONUMENT (PRM); FD 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED "PRM LB4905, UNLESS OTHERWISE NOTED"
 - SET 5/8" IRON ROD & CAP STAMPED "PRM LB4905" UNLESS OTHERWISE NOTED
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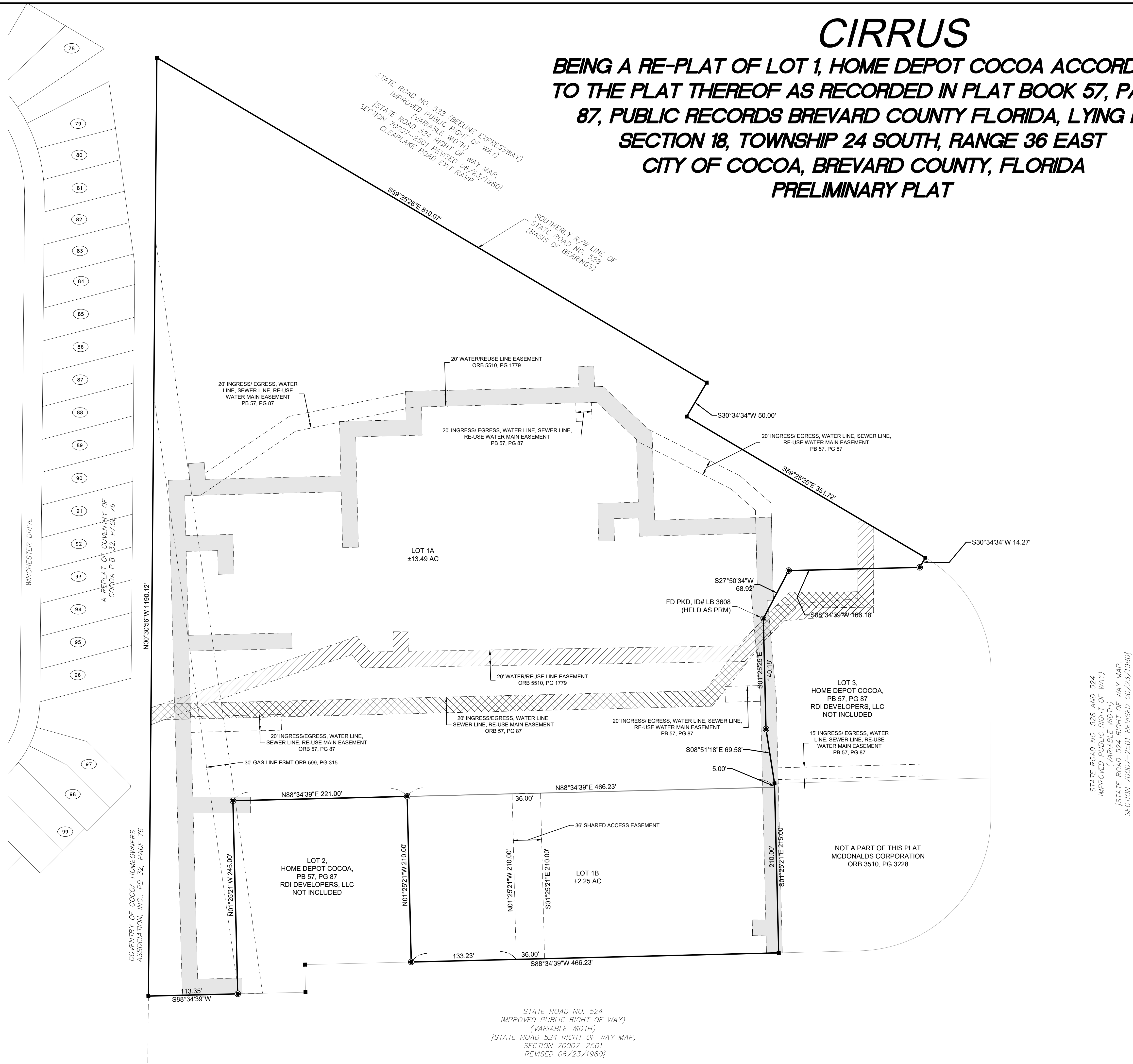
ABBREVIATIONS	
'	MINUTES/FEET
"	SECONDS/INCHES
°	DEGREES
(NR)	NOT RADIAL
AC	ACRES
AL	ARC LENGTH
BOC	BEGINNING OF CURVE
CB	CHORD BEARING
CDD	CENTRAL DRAINAGE DISTRICT
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
DEL	CENTRAL/DELTA ANGLE
DE	PRIVATE DRAINAGE EASEMENT
E	EAST
EOC	END OF CURVE
ESMT	EASEMENT
FD	FOUND
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FT	FOOT/FEET
LB	LICENSED BUSINESS
N	NORTH
NTI	NON-TANGENT INTERSECTION
NTS	NOT TO SCALE
OR/ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PCC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PKD	PARKER-KALEN NAIL AND DISK
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PRC	POINT OF REVERSE CURVATURE
PG(S)	PAGE(S)
R	RADIUS
R/W	RIGHT-OF-WAY
SEC	SECTION
S	SOUTH
W	WEST



- THIS PLAT PREPARED BY -

	B.S.E. CONSULTANTS, INC. CONSULTING - ENGINEERING - LAND SURVEYING 312 SOUTH HARBOR CITY BOULEVARD, SUITE 400, COCOA, FL 32909 PHONE: (321) 725-3674 FAX: (321) 725-1109 CERTIFICATE OF BUSINESS AUTHORIZATION: 0002 CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004005	DATE: 08/31/20 DESIGN/DRAWN: ALS/AH DRAWING# 11545_300_002 PROJECT# 11545
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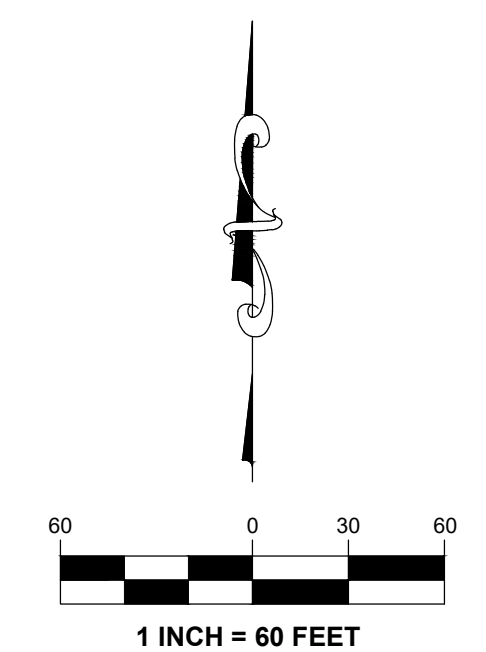


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PRELIMINARY PLAT

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● SET 5/8" IRON ROD & CAP STAMPED "PRM LB4905"
UNLESS OTHERWISE NOTED
▲ SET MAG NAIL & DISK STAMPED "PRM LB4905"
UNLESS OTHERWISE NOTED

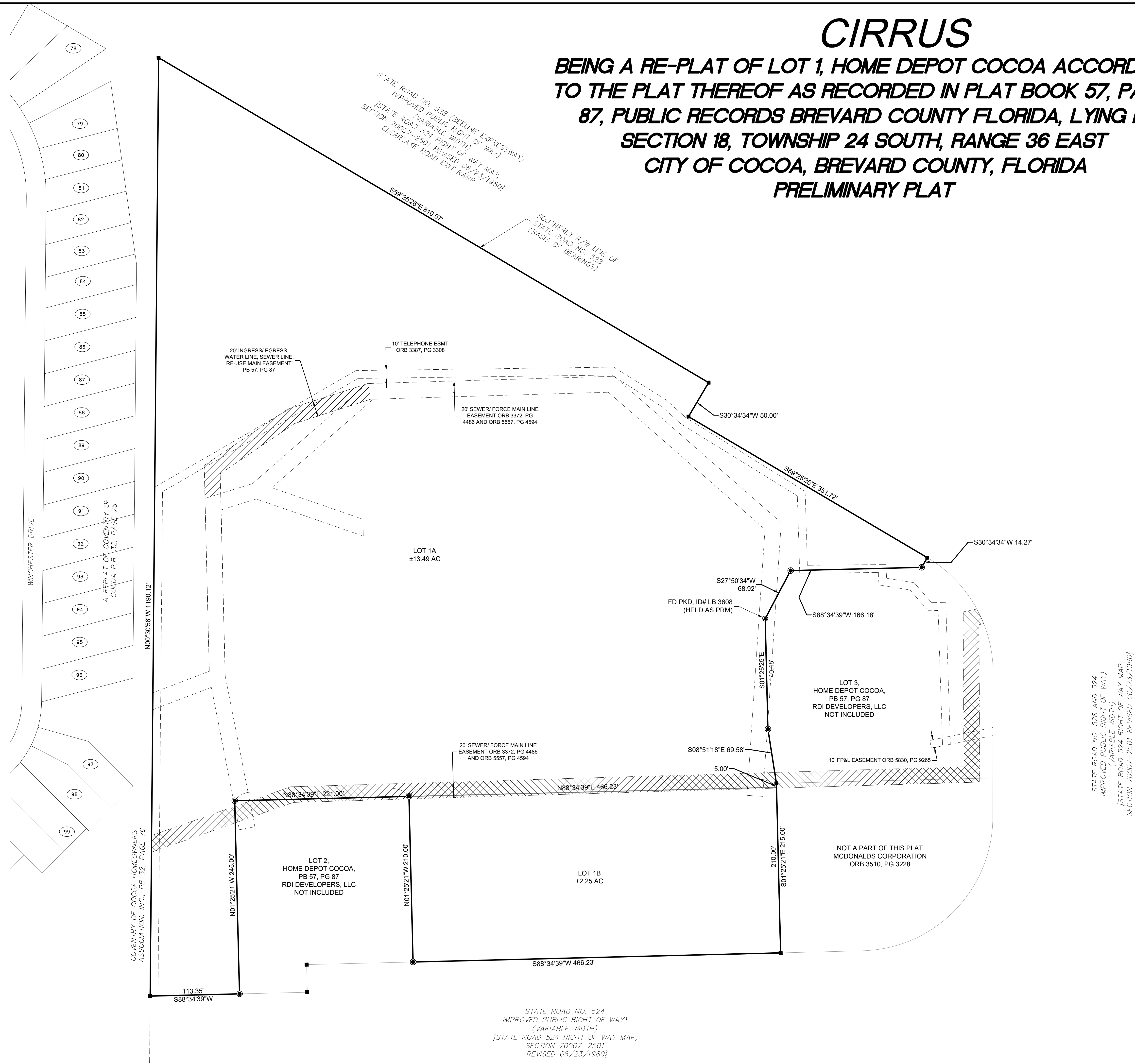
ABBREVIATIONS	
'	MINUTES/FEET
"	SECONDS/INCHES
°	DEGREES
(NR)	NOT RADIAL
AC	ACRES
AL	ARC LENGTH
BOC	BEGINNING OF CURVE
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CDD	CENTRAL DRAINAGE DISTRICT
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
DEL	CENTRAL/DELTA ANGLE
DE	PRIVATE DRAINAGE EASEMENT
E	EAST
EOC	END OF CURVE
ESMT	EASEMENT
FD	FOUND
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FT	FOOT/FEET
LB	LICENSED BUSINESS
N	NORTH
NTI	NON-TANGENT INTERSECTION
NTS	NOT TO SCALE
OR/ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PCC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PKD	PARKER-KALEN NAIL AND DISK
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PRC	POINT OF REVERSE CURVATURE
PG(S)	PAGE(S)
R	RADIUS
R/W	RIGHT-OF-WAY
SEC	SECTION
S	SOUTH
W	WEST



- THIS PLAT PREPARED BY -

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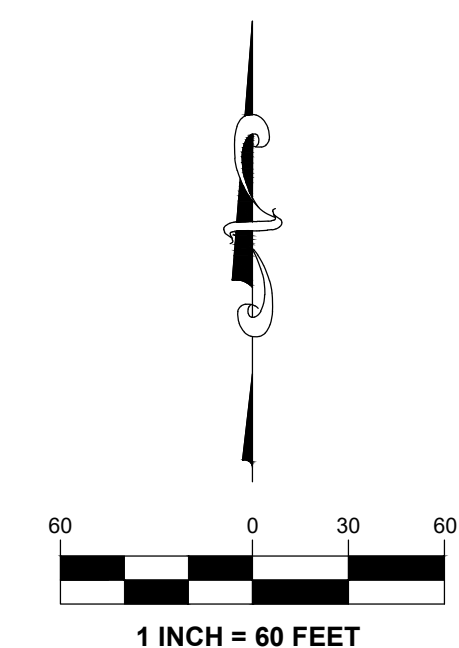


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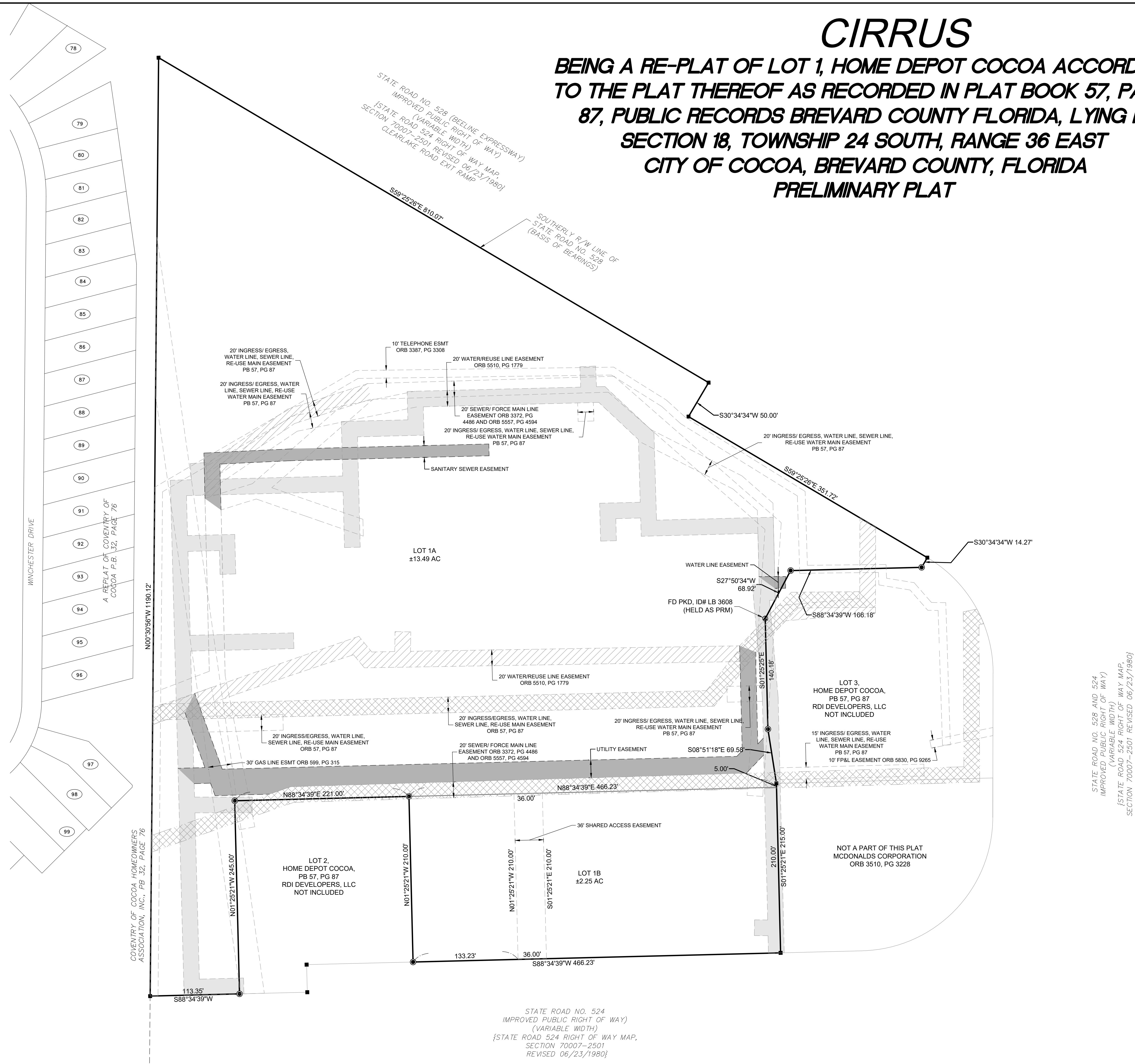
ABBREVIATIONS	
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PG(S)	PAGE(S)
R	RADIUS
R/W	RIGHT-OF-WAY
SEC	SECTION
S	SOUTH
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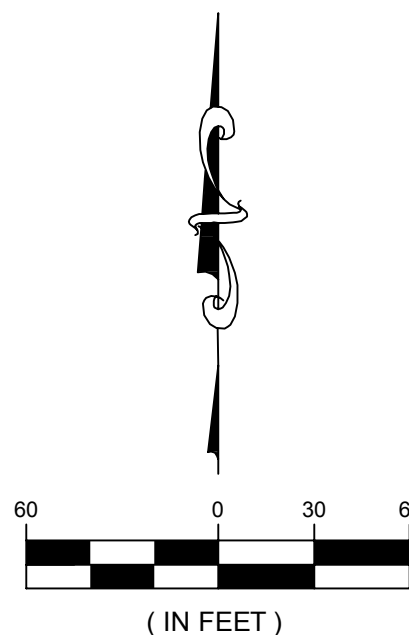


STATE ROAD NO. 524
IMPROVED PUBLIC RIGHT OF WAY
(VARIABLE WIDTH)
{STATE ROAD 524 RIGHT OF WAY MAP,
SECTION 70007-2501 REVISED 06/23/1980}

A/C	AIR CONDITIONER
AL	ARC LENGTH
AVE	AVENUE
BLVD	BOULEVARD
BM	BENCH MARK
BOC	BEGINNING OF CURVE
CL	CENTERLINE
CA	CENTRAL ANGLE
CB	CHORD BEARING
CBS	CONCRETE BLOCK STRUCTURE
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
CMP	CORRUGATED METAL PIPE
CONC	CONCRETE
COR	CORNER
DEL	DELTA / CENTRAL ANGLE
DRI	DEVELOPMENT OF REGIONAL IMPACT
ELEC	ELECTRIC
ELEV	ELEVATION
EOC	END OF CURVE
EOP	EDGE OF PAVEMENT
EW	EDGE OF WATER
ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE
ESMT	EASEMENT
FD	FOUND
FFE	FINISHED FLOOR ELEVATION
FI	FIRE HYDRANT
FLBL	FLORIDA POWER AND LIGHT
FT	FEET
HWY	HIGHWAY
ID#	IDENTIFICATION NUMBER
INV	INVERT
IR	IRON ROD
IRC	IRON ROD AND CAP
LB	LICENSED BUSINESS
LWP	LIGHTER WOOD POST
N#	NEIGHBORHOOD IDENTIFICATION
NSD	NAIL AND DISK
NAVD83	NORTH AMERICAN VERTICAL DATUM 1983
NGVD29	NATIONAL GEODETIC VERTICAL DATUM 1929
NTI	NON-TANGENT INTERSECTION
NTL	NON-TANGENT LINE
NTS	NOT TO SCALE
OHE	OVERHEAD ELECTRIC/ UTILITY
OR/ORB	OFF RECORD BOOKS BOOK
PB	PLAT BOOK
PC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PG(S)	PAGE(S)
PK	PARKER-KALEN
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PP	POWER/UTILITY POLE
PRC	POINT OF REVERSE CURVATURE
PUD	PLANNED UNIT DEVELOPMENT
PVC	POLYVINYL CHLORIDE PIPE
R	RADIUS
R/R	RIGHT-OF-WAY
RCP	REINFORCED CONCRETE PIPE
RR	RAILROAD
ST	STREET
TYP	TYPICAL

— — — — —	EXISTING STORM DRAINAGE PIPE
— — OHW — — —	EXISTING OVERHEAD WIRE
— — WM — — —	EXISTING WATER MAIN
— — SS — — —	EXISTING SANITARY SEWER
— — RWLM — — —	EXISTING REUSE WATER MAIN
— — FM — — —	EXISTING FORCE MAIN
⊙	SANITARY MANHOLE (SMH)
⊙	SANITARY SEWER CLEANOUT (CO)
⊗	GATE VALVE (GV)
⊗	FIRE HYDRANT (FH)
⊗	BLOWOFF (BO)
⊗	TYPE 4 DRAINAGE STRUCTURE (DS)
⊗	DRAINAGE STRUCTURE (DS)
⊗	JUNCTION BOX (JB)
⊗	MITERED END SECTION (MES)
⊗	FLARED END SECTION (FES)
⊗	UTILITY POLE
⊗	GUY ANCHOR
⊗	LIGHT POLE
①	TELEPHONE MANHOLE
⊗	TELEPHONE RISER
⊗	SIGN
⊗	PARKING SPACE NUMBERS
⊗	CYPRESS TREE
⊗	HOLLY TREE
⊗	MAPLE TREE
⊗	OAK TREE
⊗	PINE TREE
⊗	PALM TREE
⊗	TRAFFIC SIGNAL CONTROL BOX
⊗	TRAFFIC SIGNAL MAST ARM POLE
⊗	PEDESTRIAN TRAFFIC SIGNAL POLE
⊗	TRAFFIC SIGNAL CONTROL SENSOR BOX
⊗	CONCRETE

- PERMANENT REFERENCE MONUMENT (PRM); FD 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4905, UNLESS OTHERWISE NOTED
- ◆ BENCHMARK FOUND (MARKED AS NOTED)
- △ CONTROL POINT SET (MARKED AS NOTED)
- ▲ CONTROL POINT FOUND (MARKED AS NOTED)
- 1/2" IRON ROD & CAP SET (STAMPED "L.B. 4905")
- IRON ROD & CAP FOUND (MARKED AS NOTED)
- ⊙ PERMANENT CONTROL POINT SET (METAL MARKER WITH A METAL DISK STAMPED "PCP—L.B. 4905")
- ▲ PERMANENT CONTROL POINT FOUND (MARKED AS NOTED)



B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING -
LAND SURVEYING

312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159

CERTIFICATE OF PROFESSIONAL ENGINEERS
BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING
BUSINESS AUTHORIZATION: LB0004905

ALTA/NSPS LAND TITLE SURVEY

LESLIE E. HOWARD
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE NUMBER 5611

ITEM NUMBER	RECORDING INFORMATION	LIST TYPE	GRANTEE	STATUS
9	ORB 599, PAGE 315	GAS EASEMENT	FLORIDA GAS TRANSMISSION COMPANY	SHOWN & NOTED ON SURVEY
10	ORB 3299, PAGE 3156	BLANKET EASEMENT	VARIOUS	AFFECTS ENTIRE SITE, NOT PLOTTED
13	ORB 3372, PAGE 4486 AND ORB 5557, PAGE 4594	SEWER/FORCE MAIN LINE EASEMENT	CITY OF COCOA, FLA.	SHOWN & NOTED ON SURVEY
14	ORB 3372, PAGE 4491	BILL OF SALE	CITY OF COCOA, FLA.	AFFECTS ALL EXISTING ON SITE SEWER LINES AND WATER MAINS, EXISTING SEWER LINES AND WATER MAINS SHOWN AND NOTED ON HEREON
15	ORB 3372, PAGE 4495	BILL OF SALE	CITY OF COCOA, FLA.	AFFECTS ALL EXISTING ON SITE WATER LINES, WATER MAINS AND APPURTENANCES, EXISTING WATER LINES, WATER MAINS AND APPURTENANCES SHOWN AND NOTED ON HEREON
16	ORB 3387, PAGE 3308	TELEPHONE LINE EASEMENT	SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY	SHOWN & NOTED ON SURVEY
18	ORB 3516, PAGE 4332 AND ORB 5859, PAGE 8901	BLANKET EASEMENT	McDONALD'S CORPORATION	AFFECTS ENTIRE SITE, NOT PLOTTABLE
19	ORB 5510, PAGE 1779	WATER/REUSE LINE EASEMENT	CITY OF COCOA, FLA.	SHOWN & NOTED ON SURVEY
20	ORB 5830, PAGE 9265	FP&L EASEMENT	FLORIDA POWER & LIGHT COMPANY	SHOWN & NOTED ON SURVEY, OUTSIDE BOUNDARIES OF SURVEYED PARCEL
21	PLAT BOOK 57, PAGE 87	INGRESS/EGRESS, WATER LINE, SEWER LINE, RE-USE WATER MAIN	CITY OF COCOA, FLA.	SHOWN AND NOTED ON SURVEY
23	ORB 5859, PAGE 8905 AND ORB 5868, PAGE 8944	BLANKET EASEMENT	RDI DEVELOPERS, LLC	AFFECTS ENTIRE SITE, NOT PLOTTED

SURVEY LEGEND

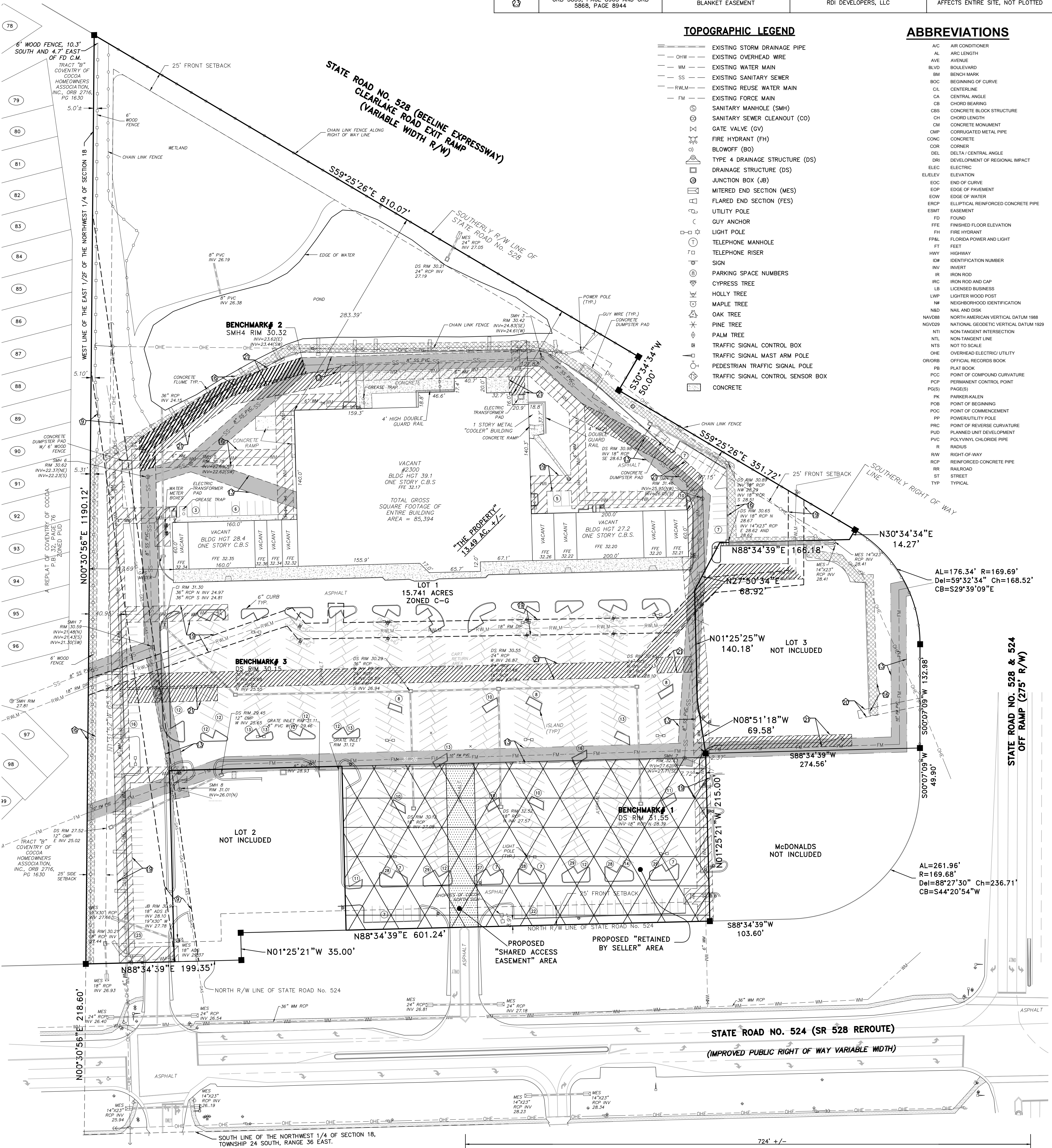
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- PERMANENT CONTROL POINT FOUND (MARKED AS NOTED)

TOPOGRAPHIC LEGEND

- EXISTING STORM DRAINAGE PIPE
- EXISTING OVERHEAD WIRE
- EXISTING WATER MAIN
- EXISTING SANITARY SEWER
- EXISTING REUSE WATER MAIN
- EXISTING FORCE MAIN
- SANITARY MANHOLE (SMH)
- SANITARY SEWER CLEANOUT (CO)
- GATE VALVE (GV)
- FIRE HYDRANT (FH)
- BLOWOFF (BO)
- TYPE 4 DRAINAGE STRUCTURE (DS)
- DRAINAGE STRUCTURE (DS)
- JUNCTION BOX (JB)
- MITERED END SECTION (MES)
- FLARED END SECTION (FES)
- UTILITY POLE
- GUY ANCHOR
- LIGHT POLE
- TELEPHONE MANHOLE
- TELEPHONE RISER
- SIGN
- PARKING SPACE NUMBERS
- CYPRESS TREE
- HOLLY TREE
- MAPLE TREE
- OAK TREE
- PINE TREE
- PALM TREE
- TRAFFIC SIGNAL CONTROL BOX
- TRAFFIC SIGNAL MAST ARM POLE
- PEDESTRIAN TRAFFIC SIGNAL POLE
- TRAFFIC SIGNAL CONTROL SENSOR BOX
- CONCRETE

ABBREVIATIONS

- AC AIR CONDITIONER
- AL ARC LENGTH
- AVE AVENUE
- BLVD BOULEVARD
- BM BENCHMARK
- BOC BEGINNING OF CURVE
- CL CENTERLINE
- CA CENTRAL ANGLE
- CB CHORD BEARING
- CBS CONCRETE BLOCK STRUCTURE
- CH CHORD LENGTH
- CM CONCRETE MONUMENT
- CMP CORRUGATED METAL PIPE
- CONC CONCRETE
- COR CORNER
- DEL DELTA / CENTRAL ANGLE
- DRI DEVELOPMENT OF REGIONAL IMPACT
- ELEC ELECTRIC
- ELEV ELEVATION
- EOC END OF CURVE
- EOP EDGE OF PAVEMENT
- EDW EDGE OF WATER
- ERCP ELLIPTICAL REINFORCED CONCRETE PIPE
- ESMT EASEMENT
- FD FOUND
- FFE FINISHED FLOOR ELEVATION
- FH FIRE HYDRANT
- FPAL FLORIDA POWER AND LIGHT
- FT FEET
- HWY HIGHWAY
- IDW IDENTIFICATION NUMBER
- INV INVERT
- IR IRON ROD
- IRC IRON ROD AND CAP
- LB LICENSED BUSINESS
- LWP LIGHTER WOOD POST
- NW NEIGHBORHOOD IDENTIFICATION
- NAD NAIL AND DISK
- NAV088 NORTH AMERICAN VERTICAL DATUM 1988
- NAV029 NATIONAL GEODETIC VERTICAL DATUM 1929
- NTI NON-TANGENT INTERSECTION
- NTL NON-TANGENT LINE
- NTS NOT TO SCALE
- OHE OVERHEAD ELECTRIC / UTILITY
- ORORB OFFICIAL RECORDS BOOK
- PB PLAT BOOK
- POC POINT OF COMPOUND CURVATURE
- PCP PERMANENT CONTROL POINT
- PG(S) PAGE(S)
- PK PARKER-KALEN
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PP POWER/UTILITY POLE
- PRC POINT OF REVERSE CURVATURE
- PUD PLANNED UNIT DEVELOPMENT
- PVC POLYVINYL CHLORIDE PIPE
- R RADIUS
- RR RIGHT-OF-WAY
- RCP REINFORCED CONCRETE PIPE
- RR RAILROAD
- ST STREET
- TP TYPICAL



FIELD BOOK: COCOA BK 2
PAGE(S): 34

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING -
LAND SURVEYING

312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3874 FAX: (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS
BUSINESS AUTHORIZATION: 4995
CERTIFICATE OF LAND SURVEYING
BUSINESS AUTHORIZATION: LB004805

LOT 1, HOME DEPOT COCOA

ALTA/NSPS LAND TITLE SURVEY

SCOTT M. GLAUBITZ
PROFESSIONAL LAND SURVEYOR
FLORIDA LICENSE NUMBER 4151

LESLIE E. HOWARD
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE NUMBER 5611

PROJECT NO.

11545

DRAWING NO.

11545_100_002-004

SHEET

3 of 4

ABBREVIATIONS

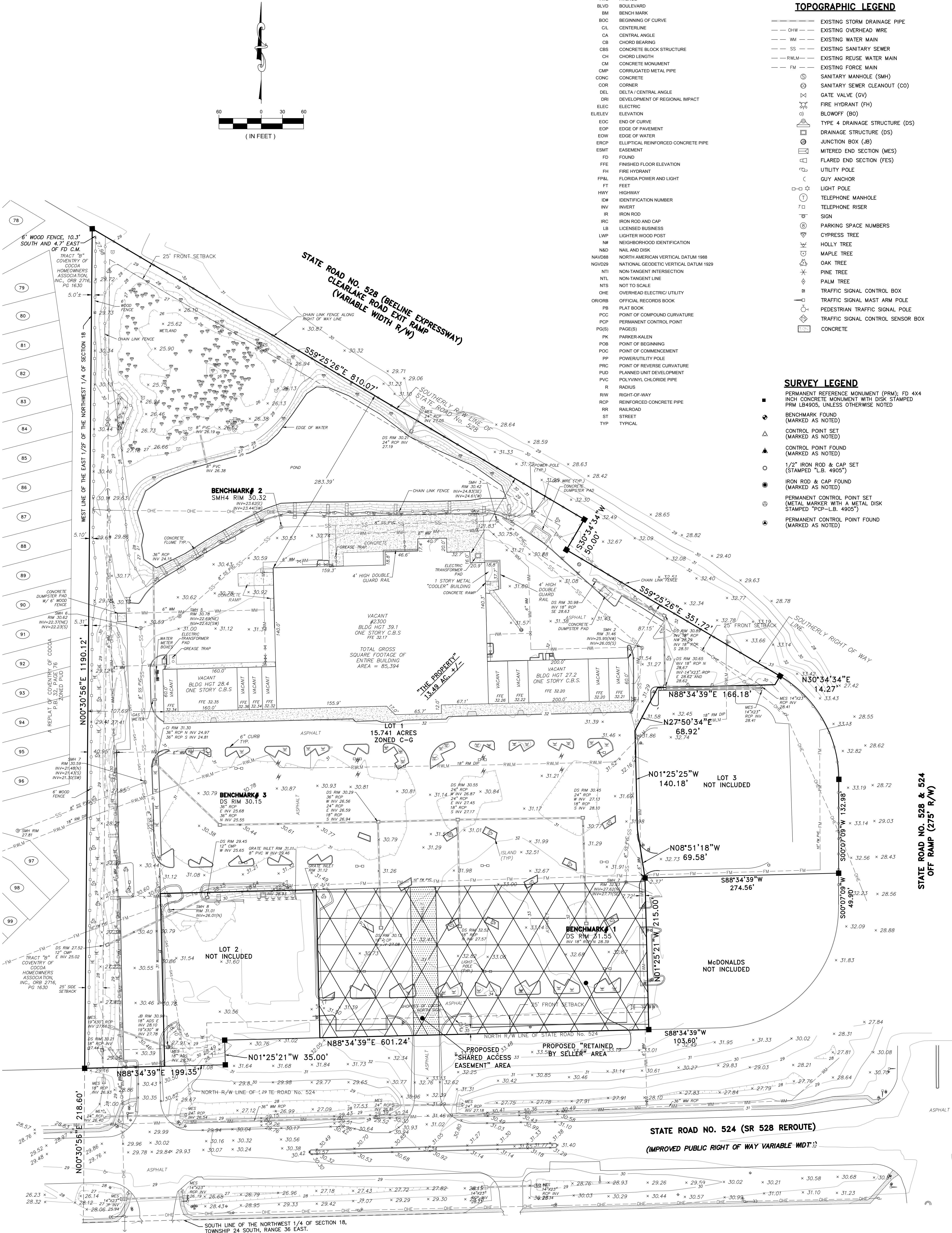
A/C	AIR CONDITIONER
AL	ARC LENGTH
AVE	AVENUE
BLVD	BOULEVARD
BM	BENCH MARK
BOC	BEGINNING OF CURVE
CIL	CENTERLINE
CA	CENTRAL ANGLE
CB	CHORD BEARING
CS	CONCRETE BLOCK STRUCTURE
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
CMP	CORRUGATED METAL PIPE
CONC	CONCRETE
COR	CORNER
DEL	DELTA / CENTRAL ANGLE
DRI	DEVELOPMENT OF REGIONAL IMPACT
ELEC	ELECTRIC
ELEV	ELEVATION
EOC	END OF CURVE
EOP	EDGE OF PAVEMENT
EW	EDGE OF WATER
ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE
ESMT	EASEMENT
FD	FOUND
FFE	FINISHED FLOOR ELEVATION
FH	FIRE HYDRANT
FRAL	FLORIDA POWER AND LIGHT
FT	FEET
HWY	HIGHWAY
IDB	IDENTIFICATION NUMBER
INV	INVERT
IR	IRON ROD
IRC	IRON ROD AND CAP
LB	LICENSED BUSINESS
LWP	LIGHTER WOOD POST
NW	NEIGHBORHOOD IDENTIFICATION
NAD	NAIL AND DISK
NAV08	NORTH AMERICAN VERTICAL DATUM 1988
NGVD29	NATIONAL GEODETIC VERTICAL DATUM 1929
NTI	NON-TANGENT INTERSECTION
NTL	NON-TANGENT LINE
NTS	NOT TO SCALE
OHE	OVERHEAD ELECTRIC/ UTILITY
OROR	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
POC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PG(S)	PAGE(S)
PK	PARKER-KALEN
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PP	POWER/UTILITY POLE
PRC	POINT OF REVERSE CURVATURE
PUD	PLANNED UNIT DEVELOPMENT
PVC	POLYVINYL CHLORIDE PIPE
R	RADIUS
R/W	RIGHT-OF-WAY
RCF	REINFORCED CONCRETE PIPE
RR	RAILROAD
ST	STREET
TYP	TYPICAL

TOPOGRAPHIC LEGEND

---	EXISTING STORM DRAINAGE PIPE
---	EXISTING OVERHEAD WIRE
---	EXISTING WATER MAIN
---	EXISTING SANITARY SEWER
---	EXISTING REUSE WATER MAIN
---	EXISTING FORCE MAIN
⊙	SANITARY MANHOLE (SMH)
⊙	SANITARY SEWER CLEANOUT (CO)
⊙	GATE VALVE (GV)
⊙	FIRE HYDRANT (FH)
⊙	BLOWOFF (BO)
⊙	TYPE 4 DRAINAGE STRUCTURE (DS)
⊙	DRAINAGE STRUCTURE (DS)
⊙	JUNCTION BOX (JB)
⊙	MITERED END SECTION (MES)
⊙	FLARED END SECTION (FES)
⊙	UTILITY POLE
⊙	GUY ANCHOR
⊙	LIGHT POLE
⊙	TELEPHONE MANHOLE
⊙	TELEPHONE RISER
⊙	SIGN
⊙	PARKING SPACE NUMBERS
⊙	CYPRESS TREE
⊙	HOLLY TREE
⊙	MAPLE TREE
⊙	OAK TREE
⊙	PINE TREE
⊙	PALM TREE
⊙	TRAFFIC SIGNAL CONTROL BOX
⊙	TRAFFIC SIGNAL MAST ARM POLE
⊙	PEDESTRIAN TRAFFIC SIGNAL POLE
⊙	TRAFFIC SIGNAL CONTROL SENSOR BOX
⊙	CONCRETE

SURVEY LEGEND

■	PERMANENT REFERENCE MONUMENT (PRM); FD 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4905, UNLESS OTHERWISE NOTED
⊙	BENCHMARK FOUND (MARKED AS NOTED)
⊙	CONTROL POINT SET (MARKED AS NOTED)
⊙	CONTROL POINT FOUND (MARKED AS NOTED)
⊙	1/2" IRON ROD & CAP SET (STAMPED "L.B. 4905")
⊙	IRON ROD & CAP FOUND (MARKED AS NOTED)
⊙	PERMANENT CONTROL POINT SET (METAL MARKER WITH A METAL DISK STAMPED "PCP-L.B. 4905")
⊙	PERMANENT CONTROL POINT FOUND (MARKED AS NOTED)



FIELD BOOK: COCOA BK 2 PAGE(S): 34 DESIGN/DRAWN: LEH DATE: 04/20/2020	B.S.E. CONSULTANTS, INC. CONSULTING - ENGINEERING - LAND SURVEYING 312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FLORIDA 32901 PHONE: (321) 725-3874 FAX: (321) 725-1150 CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905 CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0044905	LOT 1, HOME DEPOT COCOA ALTA/NSPS LAND TITLE SURVEY	SCOTT M. GLAUBITZ PROFESSIONAL LAND SURVEYOR FLORIDA LICENSE NUMBER 4151 LESLIE E. HOWARD PROFESSIONAL SURVEYOR & MAPPER FLORIDA LICENSE NUMBER 5611	PROJECT NO. 11545 DRAWING NO. 11545_100_001 SHEET 4 of 4
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TOPOGRAPHIC LEGEND

ABBREVIATIONS

SURVEY LEGEND

- PERMANENT REFERENCE MONUMENT (PRM); FD 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4905, UNLESS OTHERWISE NOTED
- BENCHMARK FOUND (MARKED AS NOTED)
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- PERMANENT CONTROL POINT FOUND (MARKED AS NOTED)

- EXISTING STORM DRAINAGE PIPE
- EXISTING OVERHEAD WIRE
- EXISTING WATER MAIN
- EXISTING SANITARY SEWER
- EXISTING REUSE WATER MAIN
- EXISTING FORCE MAIN
- SANITARY MANHOLE (SMH)
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- UTILITY POLE
- GUY ANCHOR
- LIGHT POLE
- TELEPHONE MANHOLE
- TELEPHONE RISER
- SIGN
- PARKING SPACE NUMBERS
- CYPRESS TREE
- HOLLY TREE
- MAPLE TREE
- OAK TREE
- PINE TREE
- PALM TREE
- TRAFFIC SIGNAL CONTROL BOX
- TRAFFIC SIGNAL MAST ARM POLE
- PEDESTRIAN TRAFFIC SIGNAL POLE
- TRAFFIC SIGNAL CONTROL SENSOR BOX
- CONCRETE

- A/C AIR CONDITIONER
- AL ARC LENGTH
- AVE AVENUE
- BLVD BOULEVARD
- BM BENCHMARK
- BOC BEGINNING OF CURVE
- CL CENTERLINE
- CA CENTRAL ANGLE
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- ELEV ELEVATION
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- EOW EDGE OF WATER
- ERCP ELLIPTICAL REINFORCED CONCRETE PIPE
- ESMT EASEMENT
- FD FOUND
- FTE FINISHED FLOOR ELEVATION
- FH FIRE HYDRANT
- FP&L FLORIDA POWER AND LIGHT
- FT FEET
- HVY HIGHWAY
- IDW IDENTIFICATION NUMBER
- INV INVERT
- IR IRON ROD
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- LB LICENSED BUSINESS
- LWP LIGHTER WOOD POST
- NTI NON-TANGENT INTERSECTION
- NL NON-TANGENT LINE
- NTS NOT TO SCALE
- OHE OVERHEAD ELECTRIC/UTILITY
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- R RADIUS
- RW RIGHT-OF-WAY
- RCP REINFORCED CONCRETE PIPE
- RR RAILROAD
- ST STREET
- TYP TYPICAL

SURVEY NOTES:

SURVEY OF LOT 1, HOME DEPOT COCOA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGE 87, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA LYING IN SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA.

SURVEY FOR LOCATIONS, TYPES AND SIZES OF ONSITE TREES.

BOUNDARY INFORMATION AND MONUMENTATION SHOWN WERE TAKEN FROM AN ALTA/NSPS AMERICAN LAND TITLE SURVEY OF THIS PROPERTY PREPARED BY THIS COMPANY, DRAWING

UNDERGROUND IMPROVEMENTS AND/OR UTILITIES SHOWN AND NOTED HEREON WERE TAKEN FROM A PREVIOUS SURVEY OF THIS AREA PERFORMED BY THIS COMPANY, DRAWING NO. 11545_100_001, PROJECT NO. 11545 DATED 06/08/2020 AND LAST REVISED 06/22/2020.

BEARING REFERENCE: ASSUMED BEARING OF S85°25'26"E ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 528 (BEELINE EXPRESSWAY) CLEARLAKE ROAD EAST BOUND EXIT RAMP, ACCORDING TO THE PLAT OF HOME DEPOT COCOA, AS RECORDED IN PLAT BOOK 57, PAGE 87, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

THE SURVEYOR RELIED SOLELY ON INFORMATION CONTAINED WITHIN THAT CERTAIN FIRST AMERICAN TITLE INSURANCE COMPANY ALTA COMMITMENT FOR TITLE INSURANCE FILE NO.: 2061-4486840, ISSUING OFFICE FILE NUMBER: 2320-TBD, COMMITMENT DATE: OCTOBER 1, 2019 AT 8:00 A.M FOR INFORMATION REGARDING EASEMENTS AFFECTING AND/OR ENCUMBERING THE LANDS SURVEYED HEREON

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNLESS ELECTRONICALLY SIGNED AND SEALED IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 472.025.

THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR SURVEYS AS REQUIRED BY FLORIDA STATUTES CHAPTER 472 AND THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS REQUIRED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

ALL BUILDING SET BACK REQUIREMENTS ARE GRAPHICALLY DEPICTED HEREON.

THIS PROPERTY HAS DIRECT ACCESS TO A DEDICATED PUBLIC STREET VIA DRIVEWAY CONNECTIONS ON STATE ROAD 528 RE-ROUTE (STATE ROAD 524).

ELEVATIONS SHOWN ARE REFERENCED TO NORTH AMERICAN VERTICAL DATUM, 1988 (NAVD88)

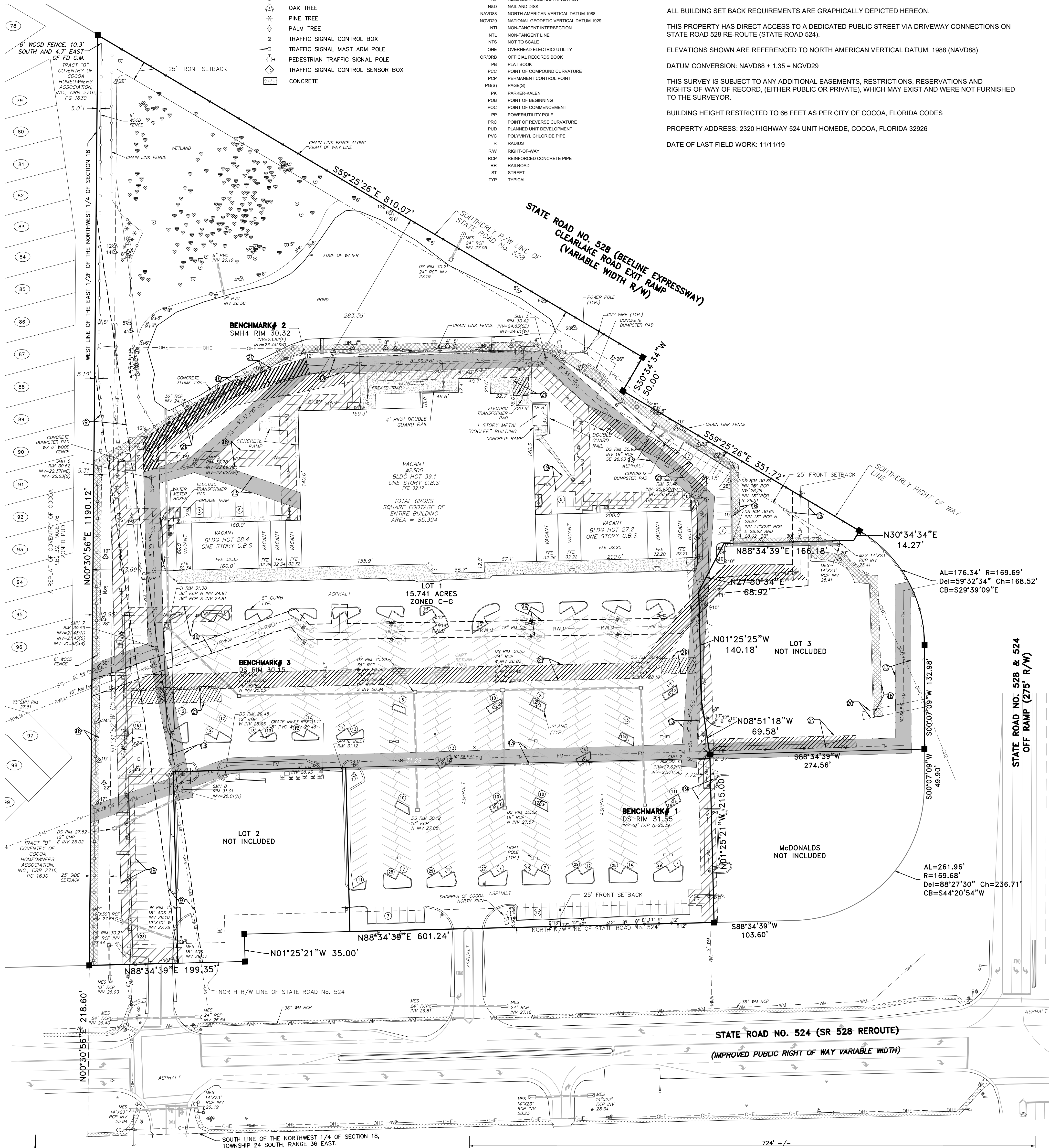
DATUM CONVERSION: NAVD88 + 1.35 = NGVD29

THIS SURVEY IS SUBJECT TO ANY ADDITIONAL EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD, (EITHER PUBLIC OR PRIVATE), WHICH MAY EXIST AND WERE NOT FURNISHED TO THE SURVEYOR.

BUILDING HEIGHT RESTRICTED TO 66 FEET AS PER CITY OF COCOA, FLORIDA CODES

PROPERTY ADDRESS: 2320 HIGHWAY 524 UNIT HOMEDE, COCOA, FLORIDA 32926

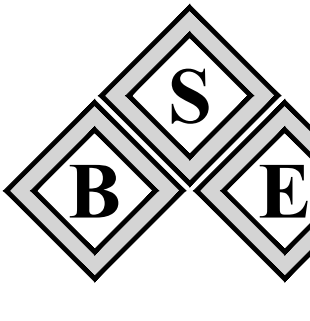
DATE OF LAST FIELD WORK: 11/11/19



FIELD BOOK: COCOA BK 2

PAGE(S): 48-49

DESIGN/DRAWN: LEH/IT	DATE: 08/26/2020
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B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING -
LAND SURVEYING

312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3074 FAX: (321) 725-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS
BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING
BUSINESS AUTHORIZATION: LB004905

LOT 1, HOME DEPOT COCOA

TREE SURVEY

SCOTT M. GLAUBITZ
PROFESSIONAL LAND SURVEYOR
FLORIDA LICENSE NUMBER 4151

LESLIE E. HOWARD
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE NUMBER 5611

PROJECT NO.

11545

DRAWING NO.

11545_100_009

SHEET

1 of 1

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

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

(407) 425-9566

FOR RECORDING DEPARTMENT USE ONLY

CITY OF COCOA

CIRRUS MIXED-USE DEVELOPMENT AGREEMENT

THIS CIRRUS MIXED-USE DEVELOPMENT AGREEMENT ("Agreement") is made and executed this ____ day of _____, 2021, by and between the **CITY OF COCOA**, a Florida municipal corporation (the "City"), whose address is 65 Stone Street, Cocoa, Florida 32922 and **COCOA RETAIL, LLC**, a North Carolina limited liability company authorized to do business in the State of Florida (the "Developer"), whose address is 1111 Metropolitan Avenue, Suite 700, Charlotte, NC 28236. For purposes of this Agreement, the City and Developer may be referred to as "Parties," and individually each a "Party."

WITNESSETH:

WHEREAS, Developer is the owner of approximately 15.74 acres, more or less, of certain real property located north of SR 524 and west of Industry Road, in Cocoa, Brevard County, Florida, and legally depicted and described on **Exhibit A**, attached hereto and incorporated herein (the Property"); and

WHEREAS, an existing building of approximately ± 85,000 square feet and related parking lot are located on the Property and which building has remained vacant for approximately fifteen (15) years; and

WHEREAS, the Developer desires that the Property be redeveloped into a mixed-use Planned Unit Development (PUD) and has requested approval of PUD zoning and a final development plan for the Property (the "Mixed-Use PUD"), along with a preliminary plat to subdivide the Property into a parcel consisting of approximately 13.40 acres

intended for multi-family use (the "Multi-Family Parcel") and a parcel consisting of approximately 2.25 acres fronting SR 524 intended for future commercial use (the "Commercial Parcel"); and

WHEREAS, the City has determined the Property is an appropriate location for a quality infill development; and

WHEREAS, the Developer desires to redevelop and construct a first-class, luxury apartment complex containing approximately 280 multi-family units, swimming pool, dog park, parking and related facilities to be known as "The Cirrus Apartments" and a commercial development on the Commercial Parcel (collectively be referred to as the "Project"). The Parties have entered into this Agreement for the purpose of specifying the terms and conditions pursuant to which the Developer shall generally administer all aspects of the development of the Project; and

WHEREAS, the Developer desires to redevelop the Property in phases and that the final development plan indicates that the multi-family portion of the Mixed-Use PUD be designated 'Phase 1" and the commercial portion be designated as "Phase 2;" and

WHEREAS, the City Council and Developer desire to enter into this Agreement to allow for the future redevelopment of the Property pursuant to the terms and conditions stated herein including as required by the Mixed-Use PUD and the City Code; and

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

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

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

3.0 Project Description and Requirements. Developer shall, at its expense, design, permit and construct a mixed-use development on the Property as follows:

(a) Phase 1 of the Property of the Mixed Use PUD shall consist of a multi-family apartment complex on the "Multi-Family Parcel" with amenities, and Phase 2 on the "Commercial Parcel" shall consist of a commercial development as more fully set forth on the approved final development plan, prepared by B.S.E. Consultants, Inc., Project Number 11545, dated____, 2021, and approved by the City on _____,

2021, a complete copy of which is maintained on file by the City at City Hall (the "Final Development Plans"). However, Sheet #___ of ___ of the Final Development Plans, which depicts the Overall Site Plan, is attached hereto and incorporated herein as **Exhibit B** for purposes of conveniently illustrating the Project. The multi-family portion of the Mixed-Use PUD, including all supporting parking, infrastructure, and traffic facilities shall be constructed in Phase 1 of the Project. In addition, all shared infrastructure between Phases 1 and 2, including, but not limited to, potable water, sanitary sewer, and reclaimed water service, shared stormwater facilities and shared access entrances and drives, as more fully set for in the Final Development Plans, shall be completed in Phase 1 of the Project.

(b) The Developer shall redevelop the "Commercial Parcel" as Phase 2 of the Project consistent with the City Code and the terms and conditions as otherwise set forth in this Agreement.

(c) The Developer shall be responsible for securing, at Developer's expense, all utility services necessary and required to support the Project, and to the extent that any existing utilities on the Property must be relocated, the Developer shall likewise be responsible for such relocation. The Developer shall also provide any necessary utility easements required by the utility provider to provide service to the Property.

(d) The following City Code waivers are approved by the City:

1. For Phase 1 of the Project, trees to be newly planted as identified on the approved Landscape Plan that are not required as replacement trees pursuant to Article XIII, Section 22 of the City Code shall be a minimum 2.5" d.b.h at planting.

2. For Phase 1 of the Project, a reduction of thirteen (13) parking spaces shall be permitted from the total required number of parking spaces to allow for the addition of a sidewalk connection along the southwest access aisle.

4.0 Development Schedule and Future Permitting. Phase 1 of the Project on the Multi-Family Parcel shall be developed in accordance with the approved Final Development Plans and the Development Schedule included in this Section. In addition, the Developer shall have the obligation to further submit and obtain the City's approval of an Amended Final Development Plan(s), for Phase 2 on the Commercial Parcel of the Mixed-Use PUD consistent with the requirements of this Agreement and in compliance

with the City Code, and in accordance with the Development Schedule included in this Section. The Phase 1 improvements of the Multi-Family Parcel shall be completed within forty-eight (48) months from the Effective Date of this Agreement. In the event Developer fails to complete construction of the Phase 1 Improvements as required by this Section, and Developer has not obtained building permits for the construction of Phase 2, the City shall have the right, but not obligation, to terminate this Agreement after providing Developer written notice of default and an opportunity to cure pursuant to Section 22 of this Agreement.

The Phase 2 Commercial Parcel shall be developed in one (1) or two (2) parcels, concurrently or independently. In either event, within forty-eight (48) months from the Effective Date of this Agreement, Developer and the City shall process for the City's consideration and approval an amendment to the Final Development Plans for the remaining Phase 2 stage of the Project, pursuant to Appendix A, Zoning Article XI, Section 17(j), and this Agreement, as required by Section 5 of this Agreement. If the Developer and City are not able to timely complete the Phase 2 amendment to this Agreement and Final Development Plans prior to the completion of the Phase 1 improvements, the City Manager, upon written request by the Developer, is authorized to grant for good cause a one (1) year extension to complete the Phase 2 amendment required by this Agreement. Any additional time extensions requested by the Developer, in writing, shall require the approval of the City Council. Upon approval and execution of the Phase 2 amendment to this Agreement by the Parties, and the City's approval of the amendment to the Development Plans for the Commercial Parcel, Developer shall promptly obtain building permits and complete construction of the Project on the Commercial Parcel.

The Developer shall be solely responsible for obtaining any and all necessary local and state permits including, but not limited to, building and environmental permit approvals which are required in order to permit the Project in compliance with local, state, and federal law. The Developer shall be responsible for all recording fees associated with this Agreement. Nothing contained herein shall be construed or interpreted as requiring the City Council to approve any future amendment to the Final Development Plan. The City Council will consider and act upon said application at appropriate public hearings pursuant to the requirements of law. If any amendment to the Final Development Plan(s) is denied by the City Council, Developer acknowledges that a modification to this Agreement may be required and a new Amendment to the Final Development Plan application may be presented to the City Council.

5.0 Phase 2 - Common Space Requirements and PUD Code. Developer shall be required to submit for City approval a future Amendment to the Final Development Plans for the Phase 2 commercial portion of the Mixed-Use PUD to provide detailed engineering and plans depicting the common space amenities, schematic drawings of the elevation and architectural construction of the commercial structures, proposed drive aisles and parking, landscape design, development schedule, and all other necessary elements required pursuant to Appendix A, Zoning, Article XI, Section 17 of the City Code for a Planned Unit Development. The open space approved by the City on the the Final Development Plans for Phase 1 shall be deemed sufficient by the City to satisfy the minimum common public space requirements in the commercial portion of the Mixed-Use PUD. No additional common public space will be required for the commercial portion of the Mixed-Use PUD.

6.0 Uses Permitted. The uses allowed on Phase I of the Property shall be limited to Multi-Family residential. The uses allowed on Phase II of the Property shall be commercial as expressly set forth as follows:

1. Retail stores, sales and display rooms (except automotive) and similar uses, including places such as bakeries in which goods are produced and sold at retail upon the premises;
2. Liquor stores (retail);
3. Personal service establishments such as beauty and barbershops, laundry and dry cleaning pickup stations, tailor shops and similar uses;
4. Professional offices;
5. Medical and dental clinics and laboratories;
6. Animal clinics and veterinary services;
7. Financial institutions;
8. Business service establishments such as secretarial services, drafting, reproduction services;
9. Restaurants, with or without drive-thru facilities, provided that a restaurant located within 100 feet of adjacent residentially zoned property shall be subject to the following:
Outdoor entertainment shall be prohibited;
The restaurant shall be required to close no later than 12:00 PM on Sunday through Thursday and no later than 2:00 AM on Friday and Saturday;
10. Hotels and motels;
11. Community or cultural centers, art galleries, museums and libraries; and
12. Any other commercial uses compatible with this list of commercial uses and the Phase 1 Multi-Family Project that are requested by the Developer, in writing,

and reviewed and approved by the City Council as an amendment to this Agreement.

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

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

9.0 Applicable Law; Venue; Interpretation. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any litigation arising out of this Agreement shall be in Brevard County, Florida or, for federal court actions, in Orlando, Florida. The Parties hereby agree and acknowledge that they have both participated equally in the drafting of this Agreement and no Party shall be favored or disfavored regarding the interpretation to this Agreement in the event of a dispute between the Parties.

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

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

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

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

14.0 Recordation. Upon full execution by the Parties, this Agreement shall be recorded in the Public Records of Brevard County, Florida by the City and shall be binding on the Property and all owners thereof.

15.0 Relationship of the Parties. The relationship of the Parties to this Agreement is contractual and Developer is an independent contractor and not an agent of the City. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties, and neither Party is authorized to, nor shall either party act toward third persons or the public in any manner, which would indicate any such relationship with the other.

16.0 Sovereign Immunity. Notwithstanding any other provision set forth in this Agreement, nothing contained in 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. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00).

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

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

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

20.0 Attorney's Fees. In connection with any arbitration or litigation arising out of this Agreement, each Party shall be responsible for their own attorney's fees and costs.

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

22.0 Default. Failure by either Party to perform each and every one of its obligations hereunder shall constitute a default, entitling the non-defaulting Party to pursue whatever remedies are available to it under Florida law or equity including, without limitation, termination of this Agreement or an action for specific performance and/or injunctive relief. Prior to any party filing any action as a result of a default under this Agreement, the non-defaulting Party shall first provide the defaulting Party with written notice of said default. Upon receipt of said notice, the defaulting Party shall have thirty (30) days, or other reasonable time period not to exceed one hundred twenty (120) consecutive days in the event the thirty (30) day time period is not a sufficient time to cure said default to the reasonable satisfaction of the non-defaulting Party prior to filing said action.

23.0 Termination. In addition to those circumstances allowing termination as already provided herein, the City shall have the right, but not obligation, to terminate the Agreement if Developer permanently abandons construction of the Project, provided, however, the City shall first deliver written notice and an opportunity to cure to the defaulting Party as set forth in Section 22.0 above. If the City terminates this Agreement, the City shall record a notice of termination against the Property in the public records of Brevard County, Florida. This Agreement may otherwise be terminated by mutual written agreement of the Parties.

24.0 Indemnification and Hold Harmless. Developer shall be solely responsible for designing, permitting, constructing, operating and maintaining this Project. As such, Developer hereby agrees to indemnify, release, and hold harmless the City and its elected officials, employees and attorneys from and against all claims, losses, damages, personal injuries (including, but not limited to, death), or liability (including reasonable attorney's fees and costs through all appellate proceedings), directly or indirectly arising from, out of, or caused by Developer and Developer's contractor's and subcontractor's performance of design, permit and construction activities in furtherance of constructing the Project under this Agreement and the operation and maintenance of the Project thereafter. This indemnification shall survive the termination of this Agreement for a period of five (5) years. In the event that the Property is subdivided and the Multi-Family Parcel and Commercial Parcel become under different ownership, this Section 24.0 shall be applied to each parcel separately whereby the owner of each parcel shall be responsible for the aforementioned indemnify, release and hold harmless of the City and its elected officials, employees and attorneys for any design, permitting, construction, operation and maintenance activities occurring on their respective parcel only and not the parcel of the other owner.

25.0 Force Majeure. The Parties agree that in the event that the failure by either Party to accomplish any action required hereunder within a specified time period ("Time Period") constitutes a default under the terms of this Agreement and, if any such failure is due to any unforeseeable or unpredictable event or condition beyond the control of such Party, including, but not limited to, acts of God, acts of government authority (other than the City's own acts), acts of public enemy or war, riots, civil disturbances, power failure, shortages of labor or materials, injunction or other court proceedings beyond the control of such Party, or severe adverse weather conditions ("Uncontrollable Event"), then, notwithstanding any provision of this Agreement to the contrary, that failure shall not constitute a default under this Agreement and any Time Period proscribed hereunder shall be extended by the amount of time that such Party was unable to perform solely due to the Uncontrollable Event. The extended time period shall be agreed to in writing by the Parties and said agreement shall not be unreasonably withheld by either Party.

26.0 Notice. Whenever either Party desires to give notice to the other, notice shall be sent by hand delivery or certified mail, return receipt requested, and regular U.S. mail and shall be sent to:

For the City:
City of Cocoa

with copies to:
City Attorney of Cocoa

City Manager
Stockton Whitten
65 Stone Street
Cocoa, FL 32922

Anthony Garganese, Esq.
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Ave., Suite 2000
Orlando, Florida 32802

For Developer:
Cocoa Retail, LLC
Bob Sterns
1825 Riverview Driver
Melbourne, FL 32901

with copies to:
Christopher N. Challis
c/o Sooner Investment Group, Inc.
2301 W. 1-44 Service Road, Suite 100
Oklahoma City, OK 73112

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

27.0 Assignment. The Developer shall not assign this Agreement prior to the recordation required by Section 14 of this Agreement. Upon recordation, the commitments and obligations set forth hereunder shall run with the land and shall be fully binding on the Property and all owners thereof.

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

[Signature Pages Follow]

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

City of Cocoa

Signature of Witness

Printed Name of Witness

Signature of Witness

Printed Name of Witness

By: _____

Michael C. Blake, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM

By: _____

Carie Shealy, City Clerk

By: _____

Anthony A. Garganese, City Attorney

CITY SEAL

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of (____) physical presence or (____) online notarization, this ____ day of _____, 2021, by Michael C. Blake, the Mayor of the City of Cocoa, on behalf of the City, who is personally known to me or produced _____ as identification.

(NOTARY SEAL)

(Notary Public Signature)

(Print Name)

Notary Public, State of _____

Commission No.: _____

My Commission Expires: _____

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

COCOA RETAIL, LLC

Signature of Witness

Date: _____

Printed Name of Witness

Signature of Witness

Printed Name of Witness

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this ____ day of _____, 2021, by _____, the _____ of Cocoa Retail, LLC, a North Carolina limited liability company. He is personally known to me or produced _____ as identification.

(NOTARY SEAL)

(Notary Public Signature)

(Print Name)

Notary Public, State of _____

Commission No.: _____

My Commission Expires: _____

DEVELOPER IS HEREBY ADVISED THAT SHOULD DEVELOPER FAIL TO FULLY EXECUTE, AND DELIVER TO THE CITY, THIS AGREEMENT WITHIN THIRTY (30) DAYS FROM THE DATE THAT THE CITY COUNCIL APPROVES THIS AGREEMENT,

**THIS AGREEMENT, AND THE DEVELOPMENT PERMIT APPROVALS REFERENCED
HEREUNDER, SHALL AUTOMATICALLY BE DEEMED NULL AND VOID.**

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B
OVERALL SITE PLAN







COCOA CITY
65 STONE ST
COCOA, FL 32922-7807

ORDINANCE NO. 03-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 15.74 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON STATE ROAD 524, DIRECTLY SOUTH OF STATE ROAD 528 AND WEST OF EAST INDUSTRY ROAD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM GENERAL COMMERCIAL (CG) TO PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under Section 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa have recommended approval of this Ordinance; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, the Planning and Zoning Board, citizens, and all interested parties submitting comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Cocoa Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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 reference as legislative findings of the City Council of Council.

Section 2. Zoning Map Amendment. That the Official Zoning Map of the City of Cocoa, as described in City of Cocoa Code, Article VIII, Section 1, is hereby amended to include

a change of classification from General Commercial (CG) to Planned Unit Development (PUD) for the real property depicted and described on **Exhibit A**, attached and incorporated herein by this reference, in accordance with the final development plan as kept on file with the City of Cocoa in File No. PZ-20-00300003 and the Development Agreement dated March 15, 2021, recorded in the Official Records of Brevard County at Book 9059, Page 149. The City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **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.

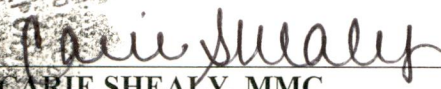
Section 5. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 23rd day of February, 2021.



Michael C. Blake., Mayor

ATTEST:



CARIE SHEALY, MMC
City Clerk

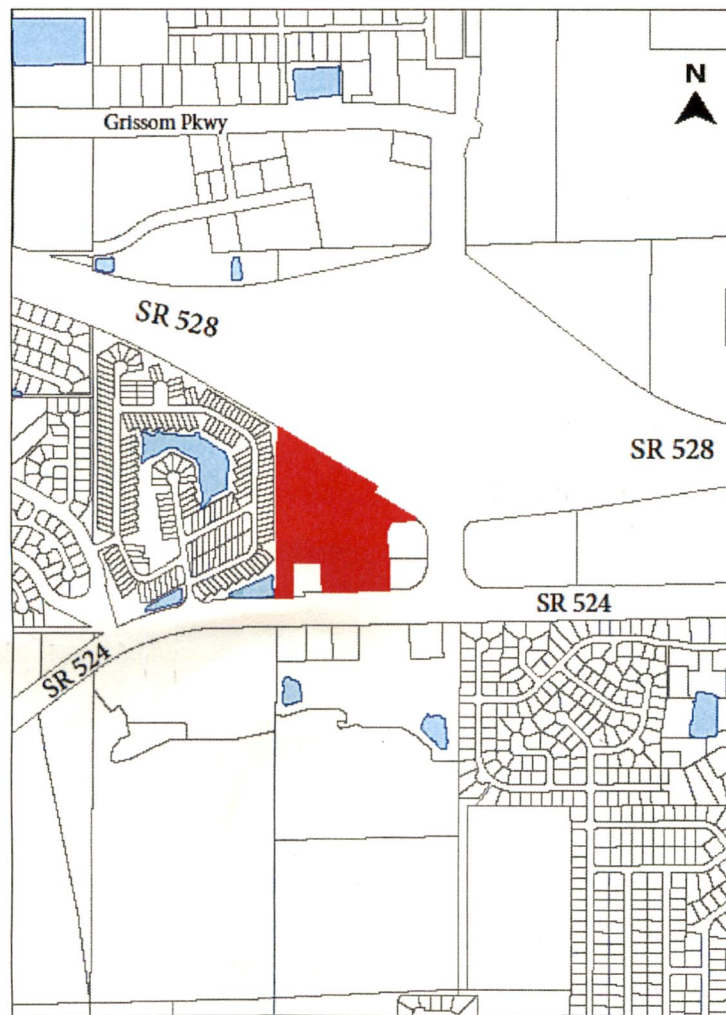
First Reading: 2/09/2021
Legal Ad Published: 1/21/2021
Effective Date: 2/23/2021

EXHIBIT A

Legal Description and Depiction

LOT 1 OF HOME DEPOT COCOA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 57, PAGES 87 THROUGH 93, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

Cirrus Mixed-Use PUD





Florida

PO Box 631244 Cincinnati, OH 45263-1244

GANNETT

AFFIDAVIT OF PUBLICATION

CITY OF COCOA (TE)
Attn: Accounting Division
City Of Cocoa (Te)
65 Stone St
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

02/13/2025

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 02/13/2025

Legal Clerk

Nancy Heyrman
Notary, State of WI, County of Brown
5.15.27

My commission expires

Publication Cost: \$198.65

Tax Amount: \$0.00

Payment Cost: \$198.65

Order No: 11027116

of Copies:

Customer No: 1127247

1

PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NANCY HEYRMAN
Notary Public
State of Wisconsin

Ad#11027116, 2/13/2025

CITY OF COCOA
NOTICE OF PUBLIC HEARING
THE COCOA CITY COUNCIL
PROPOSES TO CONSIDER THE
FOLLOWING:

PZ-20-00300002 Final Plat
Approval (Cirrus)

Consideration of a Final Plat pursuant to Chapter 18, Subdivisions, of the City Code for one (1) parcel of real property totaling approximately 15.74 acres, which shall be subdivided into 2 (two) lots. The property is generally located on State Road 524, directly south of State Road 528 and west of Industry Road in Cocoa, Florida. The proposed development is a mixed-use planned unit development consisting of 280 apartment units and future commercial uses. Tax Parcel ID Number: 24-36-18-27-1. CITY COUNCIL PUBLIC HEARING WILL BE HELD ON

February 25, 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) 433-8488 or via email at m.arsenault@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) 433-8335, or on the City's website at the following link prior to the meeting: <https://www.cocoafl.gov/291/20338/City-Meetings>

Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org. Viewing in Real Time. Interested persons may view and listen to the hearings live at the following internet address: <https://www.cocoafl.gov/291/20338/City-Meetings>. The City is not responsible for technical difficulties that may occur while viewing or listening online.

CITY COUNCIL AGENDA ITEM

Memo Date: February 14, 2025
Agenda Date: February 25, 2025
File ID: 2025-171
Prepared By: Monica Arsenault, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action: Staff is seeking direction from the City Council to determine the appropriate course of action regarding attendance at the IEMO conference.

BACKGROUND:

The Institute for Elected Officials (IEMO) conference offers valuable educational opportunities for municipal leaders, with a range of courses designed for both new and seasoned Council members. This year, Deputy Mayor Patricia Weeks, who is new to the City Council, has expressed interest in attending the IEMO conference, as she has yet to participate in one. Councilmembers Alex Goins and Lavander Hearn, both of whom have attended IEMO conferences previously, have indicated interest in attending the advanced courses being offered to more experienced Council members.

The IEMO conference for Councilmembers Goins and Hearn is scheduled for March 6-7, 2025 at the Embassy Suites Orlando, and focuses on advanced courses for seasoned elected officials. The IEMO conference for Deputy Mayor Weeks is scheduled for June 6-7, 2025, and offers foundational training for new members.

The City's budget for Council member travel for conferences has allocated funds for two Council members to attend one IEMO conference this year. However, additional funds from this account have already been used for an unbudgeted conference earlier in the year. As such, there is a funding shortfall that must be addressed to allow all three Council members to attend the conference this year.

Staff seeks direction from the Council regarding two options:

1. Determine which two Council members (Deputy Mayor Weeks, Councilmember Goins, or Councilmember Hearn) should attend the IEMO conference this year, adhering to the budgeted amount for two attendees.
2. Limit attendance to other conferences or seek alternative solutions in order to accommodate attendance for all three members within the available budget.

Staff recommends that the Council review the available options and provide direction on how to proceed with travel arrangements for the IEMO conference. A decision on which two Council members should attend or whether to limit other travel will ensure that the City stays within the allocated travel budget.

Due to the funding shortfall in the current travel budget, a decision needs to be made regarding which option will allow the City to remain within its budget constraints. If the Council decides to send all three members to the IEMO conference, adjustments will need to be made to other travel plans to stay within the approved funding limits.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted? Yes

Conference registration is \$250 per person, a one night stay at the Embassy Suites, mileage and per diem which is only budgeted for two people.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

CITY COUNCIL AGENDA ITEM

Memo Date: February 20, 2025
Agenda Date: February 25, 2025
File ID: 2025-176
Prepared By: Stockton Whitten, City Manager
Through: Stockton Whitten, City Manager
Requested Action: To Provide Direction to Staff for Funding and New Policies, if Necessary, for the Indian River Drive Septic to Sewer Conversion.

BACKGROUND:

The Save Our Indian River Lagoon Program (SOIRL) and ½ penny sales tax was approved by the voters of Brevard County with the purpose of removing phosphorus and nitrogen from entering and further polluting the Indian River Lagoon. Two areas within the City of Cocoa along Indian River Drive were identified as areas requiring improvement. To justify the tax and present the case to the voters, Brevard County Commissioned a study by the consulting firm Tetra Tech. In addition to identifying the major causes of pollutants into the Indian River Lagoon the Tetra Tech study also identified acceptable approaches and projects for improving the lagoon. In the areas with the City of Cocoa known as “J” and “K” the two approaches for improving the lagoon were identified as:

1. Advanced Septic System Replacements
2. Conversions from traditional Septic to Sewer Systems

The “J” and “K” project was designed as a Septic to Sewer Project for the following reasons:

1. Gravity Sewer was nearby
2. The technology improvement for boring was available to bore through coquina rock
3. Early discussions with the County centered around the project being completely funded through the SOIRL tax revenues

Ultimately SOIRL approved an allocation of approximately \$6,715,820 for 88 lots within the “J” and “K” project area toward the design, construction of a new gravity sewer system to eliminate existing septic systems assuming 100% participation. In addition, use of project contingency of \$545,373 was approved from SOIRL for a total of \$7,261,193. Cocoa engaged a consultant to prepare a preliminary feasibility study to identify more specifically how many homes could be served, if a gravity or pressure force main system would be required and to understand the geology, and the challenges of construction in this area. The final design and plans are complete. The opinion of probable costs was prepared by the Engineer of Record approximately 4

years ago and the costs varied based on the method of construction used by a contractor to install the sewer mains. The last cost estimates place the costs of construction of the new gravity system at \$6.6 to \$8.2M. This estimate does not include homeowner on site costs.

At the community meeting hosted by Staff and our consultant in November 2020, the project was presented as a potential no cost to the homeowners based on information known at the time. Per our current discussion with Brevard County, the costs for the design and construction of the sewer system are reimbursable and the onsite costs of the homeowner are not reimbursable under the SOIRL program but may be eligible under other grants offered by FDEP or SJRWMD. A survey was conducted in conjunction with the community meeting and of the 40 respondents, 22 homeowners or 55% were not supportive of the project if the homeowner was responsible for costs associated with connecting to the sewer system.

Staff have previously advised that the cost for the project using SOIRL funding along with potential grants could potentially cover all costs based on current budgets assuming 100% participation of the 88 lot owners. However, cost over runs could range from \$691K to \$4.9M depending on the actual connections achieved. Note that as the level of participation decreases, the costs to the city or citizens increase. For example, at 70% participation using the worst-case estimate, the city or citizens could be responsible for repaying an estimated \$2.3M of reimbursable costs back to Brevard County. SOIRL will only pay for households that will hook up to sewer.

Staff have consistently advised that the Council should address the following policy matters prior to a decision on whether to go forward with the project.

- Who pays for cost overruns if they occur, the homeowners within the J&K project area or the water and sewer rate payers within the regional utility?
- Can and/or will the Council mandate mandatory connections for homeowners within the J&K project area? Does this policy have to be a city-wide policy?
- What will be the penalty for not complying with the mandatory connection requirement?
- How will the City address non-compliance?

The Council has discussed this matter on many occasions over the last 5 years. At the November 2024 Council meeting staff directed the following:

- Deputy Mayor Hearn asked Council if they would be willing to send a representative to attend a SOIRL meeting to ask if they would be willing to make an amendment to their policy to fund any project overruns one hundred percent.
- Deputy Mayor Hearn asked if the mandatory connection mandate can be applied only to the 88 homes in the J&K project area.
- Deputy Mayor Hearn asked that enforcement measures be brought back before

Council.

Additional SOIRL Funding

At its January 17, 2025 meeting the SOIRL committee unanimously recommended against providing any additional funding for the project.

Mandatory Connection for J&K properties

In general, the City Attorney's position is that the City Council can legally adopt an ordinance requiring J&K property owners to connect to the city's sewer system because the proposed sewer line improvement provides a direct and special benefit to those properties and the J&K project will be funded, in whole or in part, by a special funding source ("SOIRL Tax", debt financing, etc.). The connection mandate is also supported by Section 381.00655, Florida Statutes which provides that an owner of a functioning onsite sewage treatment and disposal system (aka "septic tank") "must connect the ... building's plumbing to an available publicly owned ... sewerage system within 365 days after written notification [by the city] that the system is available for connection." Section 381.00655 also requires property owners to pay connection charges. The ordinance will emphasize the public purpose of the Save our Indian River Lagoon Program and require a mandate for any other similar projects in the future, if any.

Enforcement Measures

State law supports local government efforts to mandate sewer connections to publicly available sewer systems. If the J&K project proceeds, the City will have to exhaust all available remedies at law to require that J&K property owners connect to the constructed sewer line improvement funded in whole or in part by SOIRL. Such remedies should include seeking injunctions to compel connection against any J&K property owner who refuses to connect timely to the City's sewer system once it becomes available.

Furthermore, there are funding risks associated with the J&K project which should be mitigated to protect the City from financial losses. Such financial risks may include: (1) project costs in excess of available SOIRL funding; and (2) an anticipated SOIRL claw-back provision in the funding agreement based on some properties refusing to timely connect to the sewer line project funded by SOIRL tax money. Because the J&K project primarily provides a specific and direct benefit to the 88 affected properties, a special assessment is a legally sound approach to enforce recovery of project cost overruns and claw-backs. The City Council should seriously consider a special assessment if the decision is to proceed with the project.

Special assessments for sewer line extensions have been routinely upheld by Florida courts because they generally meet the two prong criteria: (i) a clear, direct benefit to assessed properties; and (ii) a fair and rational method of apportionment, especially on a per parcel basis. Special assessment may also be placed on the non-ad valorem portion of the annual tax bill and are on parity with taxes in terms of collections.

Furthermore, the City Council must be made aware that the City has a combined water and sewer utility enterprise fund. A special assessment approach ensures that the property owners receiving the benefit from the J&K project contribute proportionally to the cost associated with the project, preventing the other water and sewer rate payers from subsidizing costs that should be borne by the benefiting properties.

For example, the City of Cocoa has historical precedent in assessing utility expansion costs incurred by the City in a defined geographical area. In the late 1980s, the City Council implemented an area specific connection charge for Suntree and Viera properties to pay for expanding water infrastructure (pipes and appurtenances) to serve only those areas. The two areas are required to pay the area specific connection charge to reimburse the City for the costs of several Suntree and Viera expansion projects over the past 35 years, rather than shifting the burden to all Cocoa water and sewer customers. This approach protected existing ratepayers from subsidizing water line expansion costs incurred by the City to provide service in one specific area. Similar to the Suntree and Viera expansion, the J&K project involves a defined geographical area benefiting from a sewer system improvement.

Again, staff believe the options are as follows:

1. Withdraw the sewer infrastructure project and let the homeowners submit and qualify for advanced septic treatment funding from SOIRL.
2. Mandatory Participation. Require all homeowners to connect to the sewer system once completed. The Council must determine how cost overruns are funded. If cost overruns (if they occur) for public infrastructure are greater than SOIRL funding and any applicable grants, the cost above the available funding will be paid for by Regional Utility Rate Payers or J&K Project Area Homeowners.

RECOMMENDED MOTION:

To Provide Direction to Staff for Funding and New Policies, if Necessary, for the Indian River Drive Septic to Sewer Conversion.

The State Ethics Commission ruled that except for procedural or preliminary matters, Councilwoman Koss has a voting conflict of interest and cannot vote on making a final determination regarding the septic-to-sewer conversion project that would involve such a conversion for her residence (including Option 1 and Option 2) because she would receive guaranteed funds (gains) from the City and would have a mandatory outlay of funds she would personally incur if the project were underfunded (losses), thus, incurring a special private gain or loss under the voting conflict statute. Thus, Councilwoman Koss will not be voting on making a final determination regarding the project. The remaining four (4) members of Council will need to provide final direction at this time.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

Public Safety/Community Standards

BUDGETARY IMPACT:

Budgeted? N/A

PREVIOUS ACTION:

RECOMMENDED MOTION:

CITY COUNCIL AGENDA ITEM

Memo Date: February 14, 2025
Agenda Date: February 25, 2025
File ID: 2025-157
Prepared By: Zoie Badalov, Senior Budget Analyst
Through: Rebecca Bowman, Finance Director
Stockton Whitten, City Manager
Requested Action: None

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized “contingency” as of January 31th, 2025. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under “Construction contract not to exceed \$” references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

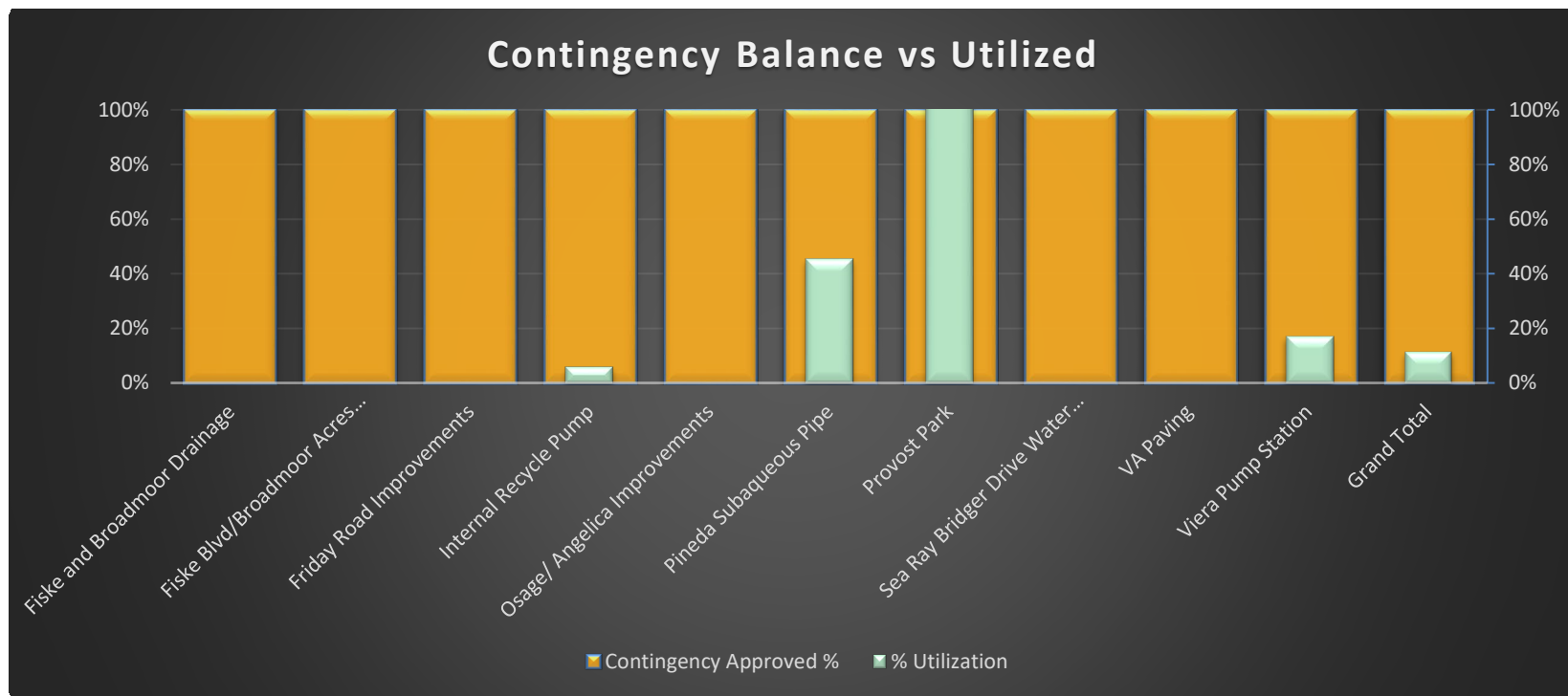
N/A

RECOMMENDED MOTION:

FY 2025 Change Orders - CM authorized to execute

Applied to Contingency										As of: Period 4					
Project #	Project Description + Details	Construction contract not to exceed \$	Labels	Resolution #	Requisition #	Requisition Amount	All Fiscal Years Cumulative	FY22 Cumulative Requisitions	FY23 Cumulative Requisitions	FY24 Cumulative Requisitions	FY25 Cumulative Requisitions	Cumulative Expenditures	FY2025 Expenditures	FY2024 Expenditures	FY2023 Expenditures
WS22IR/GR24IR**Internal Recycle Pump															
Op. Rev.		10,283,270	Expenses Before Contingency												
Project Manager:	John Perrin	607,984	*CMAR Contingency	2023-103											
Account #:	421-4120-536.63-00	689,954	*Owner Contingency	2024-004											
	424-4055-536.63-00	11,581,208	Total approved	2024-005											
	424-4120-536.63-00														
Vendor:	Wharton-Smith Inc.			FY2024	47027	1,448,145	Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
PO #:	81414				47027-1	10,133,063	11,581,208	-	-	11,581,208	-	\$ 4,063,841	\$ 1,821,091	\$ 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															
WS21VPViera Pump Station															
Op. Rev.		833,700	Exp authorized before contingency												
Project Manager:		83,370	Contingency and other costs authorized												
Account #:	424-4055-536.63-00	917,070	Total approved	2023-015											
Vendor:	L7 Construction			FY2023	46161	833,700	Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
PO #:	80814				46161-1	3,525	851,009	-	833,700	17,309	-	\$ 788,278	\$ 62,730	\$ 748,378	\$ 39,900
					46161-2	11,042									
					46161-3	2,742									
WS21SCSea Ray Bridger Drive Water Main Relocation															
Op. Rev.		4,399,524	Exp authorized before contingency												
Project Manager:	John Perrin	439,952	Contingency and other costs authorized												
Account #:	424-4055-536.63-00	4,839,476	Total approved	2022-134											
Vendor:	Atlantic Development Cocoa			FY2023	45843	4,399,524	Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
PO #:	80537				45843-1	278,890	4,696,474	-	4,696,474	-	-	\$ 4,441,828	\$ -	\$ 2,023,502	\$ 2,418,326
					45843-2	18,060									
GR2108Fiske Blvd/Broadmoor Acres Drainage Improvement															
Op. Rev.		262,847	Exp authorized before contingency												
Project Manager:	Frank Mirabito	42,500	Contingency and other costs authorized	2022-025											
Account #:	303-3570-538.63-08	305,347	Total approved	2024-044											
	424-4055-536.63-08														
Vendor:	Tiera Inc.			FY2022-23	44454	197,135	Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
PO #:	79493				FY2024	44454-1	262,847	262,847	-	-	-	\$ 169,109	\$ 58,708	\$ 169,109	\$ -
GR2108Fiske Blvd/Broadmoor Acres Drainage Improvement															
Op. Rev.		6,135,545	Exp authorized before contingency												
Project Manager:	Frank Mirabito	2,405,102	Contingency and other costs authorized	2024-043											
Account #:	303-3570-538.63-73	8,540,647	Total approved	2024-090											
	423-3570-538.63-73														
	424-4055-536.63-73														
Vendor:	Cathcart Construction Co.			FY2024	47365	5,698,026	Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
PO #:	81782				47365-1	437,520	6,135,546	-	-	6,135,546	-	\$ 4,066,065	\$ 992,597	\$ 4,066,065	\$ -
		2,405,101													

Project #	Project Description + Details	Construction contract not to exceed \$	Labels	Resolution #	Requisition #	Requisition Amount	All Fiscal Years Cumulative	FY22 Cumulative Requisitions	FY23 Cumulative Requisitions	FY24 Cumulative Requisitions	FY25 Cumulative Requisitions	Cumulative Expenditures	FY2025 Expenditures	FY2024 Expenditures	FY2023 Expenditures
WS24LC	Osage/ Angelica Improvements														
Op. Rev.		3,717,385	Exp authorized before contingency	2022-018											
Project Manager:		371,739	Contingency and other costs authorized	2022-092											
Account #:	424-4120-536.63-00	4,089,124	Total approved	2023-054											
Vendor:	Atlantic Development of Cocoa			FY2024	47958	3,717,385	Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
PO #:	Vendor #: 05580						3,717,385	-	-	3,717,385	-	\$ 477,219	\$ 376,035	\$ 477,219	\$ -
	82211	371,739													
WS24WP	Friday Road Improvements														
Op. Rev.		4,413,648	Total approved	2022-018											
Project Manager:		401,241	Contingency and other costs authorized	2022-092											
Account #:	424-4120-536.63-00	4,012,407	Exp authorized before contingency	2023-054											
Vendor:	Atlantic Development of Cocoa			FY2024	47960	4,012,407	Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
PO #:	Vendor #: 05580						4,012,407	-	-	4,012,407	-	\$ 1,312,145	\$ 306,498	\$ 1,312,145	\$ -
	82212	401,241													
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											
Vendor:	Atlantic Development of Cocoa			FY2025	49339	116,020	Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
PO #:	83333	11,400					116,020	-	-	-	116,020	\$ -	\$ -	\$ -	\$ -
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											
Vendor:	Atlantic Development of Cocoa			FY2025	49349	38,310	Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
PO #:	83343	3,600					38,310	-	-	-	38,310	\$ -	\$ -	\$ -	\$ -
CA2502	IRD & Carmalt Stormwater Improvements														
Op. Rev.		50,315	Exp authorized before contingency												
Project Manager:	Frank Mirabito	5,000	Contingency and other costs authorized												
Account #:	423-3570-538.63-00	55,315	Total approved	2024-109											
Vendor:	Atlantic Development of Cocoa			FY2025	49348	50,315	Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
PO #:	83396	5,000					50,315	-	-	-	50,315	\$ -	\$ -	\$ -	\$ -
PW25RR	Range Road Paving														
Op. Rev.		661,763	Exp authorized before contingency												
Project Manager:	Abigail Morgan	50,000	Contingency and other costs authorized												
Account #:	001-3510-541.63-00	711,763	Total approved	2025-110											
Vendor:	VA Paving			FY2025	49343	27,290	Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
PO #:	83334	2,063					27,290	-	-	-	27,290	\$ -	\$ -	\$ -	\$ -
Vendor:	VA Paving			FY2025	49341	267,908	Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
PO #:	83341	20,242					267,908	-	-	-	267,908	\$ -	\$ -	\$ -	\$ -
Vendor:	VA Paving			FY2025	49342	366,564	Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
PO #:	83342	27,695					366,564	-	-	-	366,564	\$ -	\$ -	\$ -	\$ -



CITY COUNCIL AGENDA ITEM

Memo Date: February 14, 2025
Agenda Date: February 25, 2025
File ID: 2025-158
Prepared By: Zoie Badalov, Senior Budget Analyst
Through: Rebecca Bowman, Finance Director
Stockton Whitten, City Manager
Requested Action: None

BACKGROUND:

The following reports for the period ending January 31st, 2025 (FY25) provide information for the three major funds: General Fund, Water/Sewer Fund, and the Storm Water Fund. This January 2025 (FY25) report is unaudited and preliminary.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report

Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report

Detail by account number of actual revenues collected vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year to date totals, the annual budget and the unrealized balance.

- Estimated - represents either the current period or 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 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:

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:



FY 2025 Budget by Classification Report - Summary Listing

1/31/2025

Target for January 2025 is 33%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	\$ 15,912,604	\$ -	\$ 11,359,472	\$ 4,553,132	71%
OTHER PERMITS AND FEES	\$ 5,744,539	\$ -	\$ 3,380,862	\$ 2,363,677	59%
INTERGOVERNMENTAL	\$ 3,222,750	\$ -	\$ 691,294	\$ 2,531,456	21%
CHARGES FOR SERVICES	\$ 7,888,773	\$ -	\$ 2,710,596	\$ 5,178,177	34%
FINES AND FORFEITURES	\$ 15,000	\$ -	\$ 8,963	\$ 6,037	60%
MISCELLANEOUS	\$ 1,138,284	\$ -	\$ 1,101,767	\$ 36,517	97%
**OTHER SOURCES (NON-REVENUE)	\$ 28,091,144	\$ -	\$ 8,686,705	\$ 19,404,439	31%
REVENUE TOTALS	\$ 62,013,094	\$ -	\$ 27,939,658	\$ 34,073,436	45%
EXPENSE					
SALARIES AND BENEFITS	\$ 30,930,361	\$ 1,665	\$ 8,497,444	\$ 22,431,252	27%
OPERATING EXPENDITURES	\$ 19,319,525	\$ 5,174,713	\$ 4,677,743	\$ 9,467,069	24%
CAPITAL OUTLAY	\$ 8,680,827	\$ 4,116,887	\$ 1,210,939	\$ 3,353,001	14%
GRANTS, AIDS AND OTHER	\$ 1,823,034	\$ 61,258	\$ 1,731,773	\$ 30,004	95%
NON-OPERATING USES	\$ 1,259,347	\$ -	\$ 164,297	\$ 1,095,050	13%
EXPENSE TOTALS	\$ 62,013,094	\$ 9,354,522	\$ 16,282,195	\$ 36,376,376	41%
REVENUE TOTALS	\$ 62,013,094	\$ -	\$ 27,939,658	\$ 34,073,436	45%
EXPENSE TOTALS	\$ 62,013,094	\$ 9,354,522	\$ 16,282,195	\$ 36,376,376	41%
	\$ -	\$ (9,354,522)	\$ 11,657,462	\$ (2,302,940)	

*Unaudited

**Fund Balance is a budgeted revenue, not actual revenue.

CITY OF COCOA, FLORIDA
REVENUE REPORT
33% OF YEAR LAPSED

ACCOUNTING PERIOD 04/2025

CITY OF COCOA, FLORIDA

FUND 001		GENERAL FUND		*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT		ACCOUNT DESCRIPTION		ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
310		TAXES									
311		AD VALOREM									
	10 00	CURRENT TAXES		322,908	322,907.42	100	10,087,414	10,087,412.36	100	12,101,604	2,014,191.64
	20 00	DELINQUENT TAXES		250	.00		1,000	243.80	24	15,000	14,756.20
	25 00	PENALTIES RE: TAXES		1,666	80.16	5	6,664	14,652.97	220	20,000	5,347.03
	30 00	TAX CERTIFICATES		16,666	.00		66,664	.00		200,000	200,000.00
311	**	AD VALOREM		341,490	322,987.58	95	10,161,742	10,102,309.13	99	12,336,604	2,234,294.87
312		SALES USE AND FUEL TAXES									
	41 00	LOCAL OPTION GAS TAX 6 CT		54,166	31,289.88	58	216,664	119,928.42	55	650,000	530,071.58
312	**	SALES USE AND FUEL TAXES		54,166	31,289.88	58	216,664	119,928.42	55	650,000	530,071.58
314		UTILITY SERVICE TAX									
	10 00	ELECTRICITY		137,500	188,142.18	137	550,000	594,217.44	108	1,650,000	1,055,782.56
	30 00	WATER-COCOA		33,333	45,701.97	137	133,332	165,687.57	124	400,000	234,312.43
	40 00	GAS		4,583	6,745.63	147	18,332	17,786.50	97	55,000	37,213.50
	80 00	PROPANE		2,000	3,209.15	161	8,000	8,120.87	102	24,000	15,879.13
314	**	UTILITY SERVICE TAX		177,416	243,798.93	137	709,664	785,812.38	111	2,129,000	1,343,187.62
315		COMMUNICATION SERVICE TAX									
	00 00	COMMUNICATION SERVICE TAX		54,166	57,487.44	106	216,664	242,252.75	112	650,000	407,747.25
315	**	COMMUNICATION SERVICE TAX		54,166	57,487.44	106	216,664	242,252.75	112	650,000	407,747.25
316		LOCAL BUSINESS TAX									
	00 00	LOCAL BUSINESS TAX		6,571	6,571.03	100	109,170	109,169.33	100	147,000	37,830.67
316	**	LOCAL BUSINESS TAX		6,571	6,571.03	100	109,170	109,169.33	100	147,000	37,830.67
310	***	TAXES		633,809	662,134.86		11,413,904	11,359,472.01		15,912,604	4,553,131.99
320		OTHER PERMITS & FEES									
322		BUILDING PERMITS									
	10 00	TRAINING SURCHARGE		0	.00		0	.00		0	.00
322	**	BUILDING PERMITS		0	.00		0	.00		0	.00
323		FRANCHISE FEES									
	10 00	ELECTRICITY		108,333	140,156.54	129	433,332	308,533.38	71	1,300,000	991,466.62
	40 00	GAS		7,083	9,594.77	136	28,332	26,718.47	94	85,000	58,281.53
	70 00	SOLID WASTE		25,000	27,529.15	110	100,000	109,865.90	110	300,000	190,134.10
323	**	FRANCHISE FEES		140,416	177,280.46	126	561,664	445,117.75	79	1,685,000	1,239,882.25
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
33% OF YEAR LAPSED

ACCOUNTING PERIOD 04/2025

CITY OF COCOA, FLORIDA

FUND 001		GENERAL FUND		*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT		ACCOUNT DESCRIPTION		ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
325		SPECIAL ASSESSMENT									
	22 01	FIRE ASSESSMENT		178,366	178,365.54	100	2,871,876	2,871,875.04	100	3,486,539	614,663.96
	22 02	F ASSMNT DELINQ TAXES		250	.00		1,000	238.57	24	3,000	2,761.43
	22 03	F ASSMNT PENALTIES		416	.00		1,664	71.56	4	5,000	4,928.44
	22 04	F ASSMNT TAX CERTS		11,666	.00		46,664	.00		140,000	140,000.00
	22 *	FIRE PROTECTION		190,698	178,365.54	94	2,921,204	2,872,185.17	98	3,634,539	762,353.83
325	**	SPECIAL ASSESSMENT		190,698	178,365.54	94	2,921,204	2,872,185.17	98	3,634,539	762,353.83
329		OTHER PERMITS & FEES									
	10 00	INSPECTION FEES		0	.00		0	.00		0	.00
	10 01	FIRE INSPECTION FEES		9,583	.00		38,332	.00		115,000	115,000.00
	10 02	FIRE INSPEC FEE-PDCS CHGS		0	.00		0	.00		0	.00
	10 *	INSPECTION FEES		9,583	.00		38,332	.00		115,000	115,000.00
	25 00	PLANNING AND ZONING		25,833	4,479.70	17	103,332	29,868.64	29	310,000	280,131.36
	25 01	PLANNING CONS FEES		0	.00		0	33,690.00		0	33,690.00-
	25 *	PLANNING AND ZONING		25,833	4,479.70	17	103,332	63,558.64	62	310,000	246,441.36
329	**	OTHER PERMITS & FEES		35,416	4,479.70	13	141,664	63,558.64	45	425,000	361,441.36
320	***	OTHER PERMITS & FEES		366,530	360,125.70		3,624,532	3,380,861.56		5,744,539	2,363,677.44
330		INTERGOVERNMENTAL REVENUE									
331		FEDERAL GRANTS									
	20 19	JAG 2020-DJ-BX-0410		0	.00		0	.00		0	.00
	20 22	JAG 21-GG-01363		0	.00		0	.00		0	.00
	20 23	BULLET PROOF VEST 2021		0	.00		0	.00		0	.00
	20 24	VOCA-2022-COCOA PD-00181		0	.00		0	.00		0	.00
	20 25	JAG 2022-22-GG-02810		0	.00		0	.00		0	.00
	20 26	BULLET PROOF VEST 2022		0	.00		0	.00		0	.00
	20 27	VOCA-2023-COCOA PD-00042		0	.00		0	.00		0	.00
	20 28	JAG 2023-23-GG-03233		0	.00		0	.00		0	.00
	20 29	BULLET PROOF VEST 2023		38	.00		114	1,882.50-	1651	416	2,298.50
	20 30	VOCA-2024-COCOA PD-00273		9,366	14,423.65	154	37,464	14,423.65	39	112,393	97,969.35
	20 31	BULLET PROOF VEST 2024		1,206	.00		3,618	.00		13,263	13,263.00
	20 32	JAG 2024-24-GG-04542		1,739	.00		1,739	.00		15,653	15,653.00
	20 *	PUBLIC SAFETY		12,349	14,423.65	117	42,935	12,541.15	29	141,725	129,183.85
	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		12,349	14,423.65	117	42,935	12,541.15	29	141,725	129,183.85

CITY OF COCOA, FLORIDA
REVENUE REPORT
33% OF YEAR LAPSED

ACCOUNTING PERIOD 04/2025

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND		*****		CURRENT	*****		*****	YEAR-TO-DATE	*****		ANNUAL	UNREALIZED
ACCOUNT		ACCOUNT DESCRIPTION	ESTIMATED		ACTUAL	%REV	ESTIMATED	ACTUAL	%REV		ESTIMATE	BALANCE
333	90 00	PAYMENT IN LIEU OF TAXES HOUSING AUTHORITY	0		.00		0	.00			0	.00
333	**	PAYMENT IN LIEU OF TAXES	0		.00		0	.00			0	.00
334	10 15	STATE GRANT FL CYBERSECURITY	0		.00		0	.00			0	.00
	50 01	STATE DISASTER REIMB	0		.00		0	.00			0	.00
	50 55	RESILIENT FL-FDEP 24PLN48	5,531		.00		16,588	.00			60,835	60,835.00
	50 *	ECONOMIC ENVIRONMENT	5,531		.00		16,588	.00			60,835	60,835.00
	70 11	HTMOORE RESTOR-GR23HM	12,251		.00		36,753	.00			134,764	134,764.00
334	**	STATE GRANT	17,782		.00		53,341	.00			195,599	195,599.00
335	12 00	STATE SHARED REVENUES STATE REVENUE SHARING	66,416	59,434.63	90	265,664	248,880.52	94	797,000	548,119.48		
	12 20	8TH CNT MUNICIPAL GAS TAX	13,333	13,046.63	98	53,332	54,632.32	102	160,000	105,367.68		
	12 *	STATE REVENUE SHARING	79,749	72,481.26	91	318,996	303,512.84	95	957,000	653,487.16		
	14 00	MOBILE HOME LICENSES	2,083	3,817.11	183	8,332	14,751.13	177	25,000	10,248.87		
	15 00	ALCOHOLIC BEVERAGE	2,083	.00		8,332	.00		25,000	25,000.00		
	18 00	LOCAL GOVERNMENT 1/2 CENT	116,666	117,284.72	101	466,664	338,226.54	73	1,400,000	1,061,773.46		
	21 00	FIREFIGHTER SUPPLEMENTAL	1,333	.00		5,332	3,990.00	75	16,000	12,010.00		
	29 21	POL PEN STATE CONTR	0	.00		0	.00		245,613	245,613.00		
	29 22	FIRE PEN STATE CONTR	0	.00		0	.00		196,813	196,813.00		
	29 *	OTHER PUBLIC SAFETY	0	.00		0	.00		442,426	442,426.00		
	41 00	FUEL TAX REFUNDS	1,666	8,333.09	500	6,664	18,272.50	274	20,000	1,727.50		
335	**	STATE SHARED REVENUES	203,580	201,916.18	99	814,320	678,753.01	83	2,885,426	2,206,672.99		
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		
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.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	233,711	216,339.83		910,596	691,294.16		3,222,750	2,531,455.84		
340		CHARGES FOR SERVICES										
341		GENERAL GOVERNMENT										

CITY OF COCOA, FLORIDA
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CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND		***** CURRENT *****			***** YEAR-TO-DATE *****			ANNUAL	UNREALIZED
ACCOUNT	DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
30 00	ADMINISTRATIVE FEES	0	.00		0	1,180.00		0	1,180.00-
31 00	ADMIN FEES STORMWATER	0	.00		0	.00		0	.00
40 00	CERTIFY/COPY/SEARCH	7,750	7,518.12	97	31,000	24,175.55	78	93,000	68,824.45
90 12	PASSPORT EXECUTION FEES	250	280.00	112	1,000	630.00	63	3,000	2,370.00
341	** GENERAL GOVERNMENT	8,000	7,798.12	98	32,000	25,985.55	81	96,000	70,014.45
342	PUBLIC SAFETY								
10 00	SVC CHG - LAW ENF SERVICE	10,000	13,525.00	135	40,000	51,160.00	128	120,000	68,840.00
10 02	SCHOOL RES OFFICER	24,000	.00		96,000	72,000.00	75	288,000	216,000.00
10 *	SVC CHG - LAW ENF SERVICE	34,000	13,525.00	40	136,000	123,160.00	91	408,000	284,840.00
20 00	SVC CHG - FIRE PROTECTION	2,500	1,200.00	48	10,000	9,427.50	94	30,000	20,572.50
90 00	OTHER PUBLIC SAFETY	83	.00		332	.00		1,000	1,000.00
90 01	FALSE ALARM FEES	625	410.00	66	2,500	2,520.00	101	7,500	4,980.00
90 *	OTHER PUBLIC SAFETY	708	410.00	58	2,832	2,520.00	89	8,500	5,980.00
342	** PUBLIC SAFETY	37,208	15,135.00	41	148,832	135,107.50	91	446,500	311,392.50
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	52,349	56,476.42	108	209,396	223,208.86	107	628,194	404,985.14
37 11	ROCKLEDGE	29,083	31,051.58	107	116,332	123,130.33	106	348,996	225,865.67
37 12	SUN LAKE	378	389.20	103	1,512	1,560.69	103	4,536	2,975.31
37 13	CLNY PK-M.I.UTIL CO.	191	215.45	113	764	833.56	109	2,303	1,469.44
37 16	COCOA BEACH	10,935	11,488.77	105	43,740	45,480.82	104	131,223	85,742.18
37 17	CAPE CANAVERAL	9,306	11,076.62	119	37,224	43,813.10	118	111,678	67,864.90
37 18	TITUSVILLE	418	426.60	102	1,672	1,674.00	100	5,025	3,351.00
37 *	WATER BILLING SERVICES	102,660	111,124.64	108	410,640	439,701.36	107	1,231,955	792,253.64
39 01	SERVICE CHARGES	75,000	78,895.30	105	300,000	317,074.26	106	900,000	582,925.74
39 03	ADMIN CHARGES	41,666	41,940.00	101	166,664	160,785.00	97	500,000	339,215.00
39 04	PENALTIES	60,000	76,179.90	127	240,000	279,327.14	116	720,000	440,672.86
39 05	NSF CHECKS	2,500	6,251.20	250	10,000	23,113.39	231	30,000	6,886.61
39 13	HIGH CONSUMP CHGS	833	3,420.00	411	3,332	8,040.00	241	10,000	1,960.00
39 *	WATER OTHER INCOME	179,999	206,686.40	115	719,996	788,339.79	110	2,160,000	1,371,660.21
41 10	SOLID WASTE	236,695	238,617.86	101	946,780	944,947.50	100	2,840,345	1,895,397.50
41 20	RECYCLING REVENUE	33,735	35,445.50	105	134,940	141,566.30	105	404,831	263,264.70
41 30	GREEN WASTE	38,327	43,731.80	114	153,308	174,659.02	114	459,933	285,273.98
41 *	GARBAGE COLLECTION	308,757	317,795.16	103	1,235,028	1,261,172.82	102	3,705,109	2,443,936.18
45 10	BILLING FEE - WASTE MGMT	0	.00		0	.00		0	.00
46 10	EARNED NOT BILLED	0	.00		0	.00		0	.00

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ACCOUNTING PERIOD 04/2025

CITY OF COCOA, FLORIDA

FUND 001		GENERAL FUND		*****	CURRENT	*****	*****	YEAR-TO-DATE	*****		
ACCOUNT		ACCOUNT DESCRIPTION		ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
90	01	FDOT MEDIAN MAINT		15,050	15,632.50	104	30,100	31,265.00	104	60,200	28,935.00
90	03	FDOT MNT SIGNAL/HWY LIGHT		0	.00		0	.00		130,409	130,409.00
90	*	OTHER PHYSICAL ENVIRON		15,050	15,632.50	104	30,100	31,265.00	104	190,609	159,344.00
343	**	PHYSICAL ENVIRONMENT		606,466	651,238.70	107	2,395,764	2,520,478.97	105	7,287,673	4,767,194.03
347		CULTURE/RECREATION									
20	10	GAZEBO-PAVILLION RENTAL		41	60.00	146	164	140.00	85	500	360.00
20	11	SERVICE FEES		0	615.00		0	2,833.25		0	2,833.25-
20	*	PARKS & RECREATION		41	675.00	1646	164	2,973.25	1813	500	2,473.25-
39	10	PORCHER HOUSE - REVENUES		666	1,246.60	187	2,664	5,612.14	211	8,000	2,387.86
39	11	TENANT MAINTENANCE FEES		100	103.49	104	400	411.98	103	1,200	788.02
39	20	COCOA CIVIC CENTER		833	1,814.93	218	3,332	9,188.50	276	10,000	811.50
39	30	RIVERFRONT PARK		666	663.26	100	2,664	2,443.00	92	8,000	5,557.00
39	*	OTHER CULTURAL SERVICES		2,265	3,828.28	169	9,060	17,655.62	195	27,200	9,544.38
40	05	SPECIAL EVENT PERMITS		2,083	.00		8,332	5,200.00	62	25,000	19,800.00
50	10	EVENT FEES		325	.00		1,300	1,350.00	104	3,900	2,550.00
50	30	ADVERTISING/SPONSORSHIPS		41	.00		164	500.00	305	500	.00
50	50	MISC FURNISHINGS		125	.00		500	1,344.75	269	1,500	155.25
50	*	SPECIAL REC FACILITIES		491	.00		1,964	3,194.75	163	5,900	2,705.25
347	**	CULTURE/RECREATION		4,880	4,503.28	92	19,520	29,023.62	149	58,600	29,576.38
340	***	CHARGES FOR SERVICES		656,554	678,675.10		2,596,116	2,710,595.64		7,888,773	5,178,177.36
350		FINES AND FORFEITURES									
351		JUDGMENTS AND FINES									
90	00	OTHER		1,250	2,666.02	213	5,000	8,962.98	179	15,000	6,037.02
351	**	JUDGMENTS AND FINES		1,250	2,666.02	213	5,000	8,962.98	179	15,000	6,037.02
350	***	FINES AND FORFEITURES		1,250	2,666.02		5,000	8,962.98		15,000	6,037.02
360		MISCELLANEOUS REVENUES									
361		INTEREST & OTHER EARNINGS									
10	00	INTEREST		12,500	3,579.86	29	50,000	22,543.40	45	150,000	127,456.60
10	02	INVESTMENT INTEREST		41,666	176,328.57	423	166,664	596,237.67	358	500,000	96,237.67-
10	10	FLORIDA PRIME INTEREST		20,833	68,665.98	330	83,332	257,237.91	309	250,000	7,237.91-
10	11	INTEREST/CBOS		0	.00		0	.00		0	.00
10	*	INTEREST		74,999	248,574.41	331	299,996	876,018.98	292	900,000	23,981.02

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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	25,583.37-		0	75,218.61-		0	75,218.61
35	01	AMERICAN TOWER	53	.00		212	.00		645	645.00
35	02	ATT CELL TWR 14386094	1,303	.00		5,212	.00		15,644	15,644.00
35	03	ATT CELL TOWER 382218	38	.00		152	.00		463	463.00
35	04	LAMAR BILLBOARD	29	.00		116	.00		357	357.00
35	05	SPRINT CELL TOWER	497	.00		1,988	.00		5,964	5,964.00
35	06	LEASE - TMOBILE A2C0020A	14	.00		56	.00		177	177.00
35	07	LEASE - TMOBILE A2C0555A	11	.00		44	.00		134	134.00
35	*	MISCELLANEOUS INTEREST	1,945	.00		7,780	.00		23,384	23,384.00
40	00	GAIN/(LOSS) SALE INVEST	0	5,739.16-		0	8,016.61-		0	8,016.61
40	02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40	*	GAIN/(LOSS) SALE INVEST	0	5,739.16-		0	8,016.61-		0	8,016.61
361	**	INTEREST & OTHER EARNINGS	76,944	217,251.88	282	307,776	792,783.76	258	923,384	130,600.24
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	108	13,040.83	2075	432	123,654.86	8624	1,300	122,354.86-
39	01	AMERICAN TOWER	0	.00		0	.00		0	.00
39	02	ATT CELL TWR 14386094	0	.00		0	.00		0	.00
39	03	ATT CELL TOWER 382218	0	.00		0	.00		0	.00
39	04	LAMAR BILLBOARD	0	.00		0	.00		0	.00
39	05	SPRINT CELL TOWER	0	.00		0	.00		0	.00
39	06	TMOBILE CELL TWR A2C0020A	0	.00		0	.00		0	.00
39	07	TMOBILE CELL TWR A2C0555A	0	.00		0	.00		0	.00
39	10	PORCHER HOUSE-TENANTS	583	1,409.76	242	2,332	5,599.44	240	7,000	1,400.56
39	20	CIVIC CENTER-TENANTS	658	660.00	100	2,632	2,640.00	100	7,900	5,260.00
39	*	RENTALS AND LEASES	1,241	2,069.76	167	4,964	8,239.44	166	14,900	6,660.56
362	**	RENT AND ROYALTIES	1,349	15,110.59	1120	5,396	131,894.30	2444	16,200	115,694.30-
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	.00		0	630.63		0	630.63-
365	**	SALE SURPLUS MTRLS &SCRAP	0	.00		0	630.63		0	630.63-
366		CONTRIBUTIONS & DONATIONS								
00	00	CONTRIBUTIONS & DONATIONS	0	550.00		0	553.00		0	553.00-

CITY OF COCOA, FLORIDA

FUND 001		GENERAL FUND		*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT		ACCOUNT DESCRIPTION		ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
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	550.00		0	553.00		0	553.00-
368	00 00	PENSION CONTRIBUTIONS		0	.00		0	.00		0	.00
368	**	PENSION CONTRIBUTIONS		0	.00		0	.00		0	.00
369		OTHER MISC REVENUES									
90	00	OTHER MISC REVENUES		0	21,079.38		0	24,210.67		0	24,210.67-
90	02	POLICE SECURITY SERVICES		0	.00		0	.00		0	.00
90	03	CODE ENF ABATE/DEMO REV		12,583	25,830.00	205	50,332	125,606.58	250	151,000	25,393.42
90	04	MISC. POLICE REVENUES		516	114.60	22	1,064	245.81	23	5,200	4,954.19
90	05	INVESTIGATIVE COSTS REIM		3,333	2,164.57	65	13,332	9,315.60	70	40,000	30,684.40
90	09	PROPERTY REGISTRATION		166	1,000.00	602	664	1,600.00	241	2,000	400.00
90	12	LEISURE SVCS -CANCEL FEES		41	30.00	73	164	210.00	128	500	290.00
90	*	OTHER MISC REVENUES		16,639	50,218.55	302	65,556	161,188.66	246	198,700	37,511.34
96	00	INSURANCE REFUND/PROCEEDS		0	6,202.68		0	14,716.61		0	14,716.61-
369	**	OTHER MISC REVENUES		16,639	56,421.23	339	65,556	175,905.27	268	198,700	22,794.73
360	***	MISCELLANEOUS REVENUES		94,932	289,333.70		378,728	1,101,766.96		1,138,284	36,517.04
380		OTHER SOURCES(NON-REV)									
381		INTERFUND TRANSFER									
91	03	TRF FROM CDBG (103)		0	.00		0	.00		0	.00
91	10	TRF FROM COCOA CRA (110)		18,493	18,500.00	100	74,045	74,000.00	100	222,000	148,000.00
91	11	TRF FROM DIAMOND SQ (111)		0	.00		0	.00		0	.00
91	14	TRF FROM ARPA (130)		0	3,667.20		0	13,689.53		0	13,689.53-
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	41	TRF FROM CONFISC (141)		0	.00		0	.00		0	.00
91	*	TRANSFER FROM		18,493	22,167.20	120	74,045	87,689.53	118	222,000	134,310.47
94	21	TRANS FR 421 OH ALLOC		697,361	697,361.67	100	2,789,444	2,789,446.68	100	8,368,340	5,578,893.32
94	23	TRANS FR 423 OH ALLOC		27,344	27,344.00	100	109,376	109,376.00	100	328,128	218,752.00
94	*	INTERFUND TRANSFER		724,705	724,705.67	100	2,898,820	2,898,822.68	100	8,696,468	5,797,645.32
381	**	INTERFUND TRANSFER		743,198	746,872.87	101	2,972,865	2,986,512.21	101	8,918,468	5,931,955.179

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CITY OF COCOA, FLORIDA

FUND 001		GENERAL FUND		*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT		ACCOUNT DESCRIPTION		ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
382		CONTRIBUTIONS ENTERPRISE									
40 00		CONTRIBUTIONS (ROI)		654,056	654,056.92	100	2,616,224	2,616,227.68	100	7,848,683	5,232,455.32
40 01		6% PILOFF		147,241	147,241.17	100	588,964	588,964.68	100	1,766,894	1,177,929.32
40 *		CONTRIBUTIONS (ROI)		801,297	801,298.09	100	3,205,188	3,205,192.36	100	9,615,577	6,410,384.64
382	**	CONTRIBUTIONS ENTERPRISE		801,297	801,298.09	100	3,205,188	3,205,192.36	100	9,615,577	6,410,384.64
383	10 33	INSTLMT PURCH/CAP LEASE POSTAGE MACHINE		0	.00		0	.00		0	.00
383	**	INSTLMT PURCH/CAP LEASE		0	.00		0	.00		0	.00
384	00 00	DEBT PROCEEDS DEBT PROCEEDS		214,038	.00		782,689	2,495,000.00	319	2,495,000	.00
384	**	DEBT PROCEEDS		214,038	.00		782,689	2,495,000.00	319	2,495,000	.00
389		NON OPERATING SOURCES									
90 00		NON OPERATING SOURCES		24,168-	.00		194,152	.00		800	800.00
99 10		CASH CARRY FORWARD		0	.00		0	.00		0	.00
99 11		RESTR. CASH CARRY FORWARD		0	.00		0	.00		0	.00
99 50		FUND BAL-APPROP. RESERVES		669,083	.00		1,708,629	.00		7,061,299	7,061,299.00
99 *		BALANCE FORWARD		669,083	.00		1,708,629	.00		7,061,299	7,061,299.00
389	**	NON OPERATING SOURCES		644,915	.00		1,902,781	.00		7,062,099	7,062,099.00
380	***	OTHER SOURCES(NON-REV)		2,403,448	1,548,170.96		8,863,523	8,686,704.57		28,091,144	19,404,439.43
FUND TOTAL GENERAL FUND				4,390,234	3,757,446.17		27,792,399	27,939,657.88		62,013,094	34,073,436.12
GRAND TOTAL				4,390,234	3,757,446.17		27,792,399	27,939,657.88		62,013,094	34,073,436.12

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	92142	74150.40	81	368568	296446.00	80	.00	1105763	809317.00	27
11 **	EXECUTIVE SALARIES	92142	74150.40	81	368568	296446.00	80	.00	1105763	809317.00	27
12-00	REGULAR SALARIES & WAGES	1286112	1005428.72	78	5107966	4108678.67	80	.00	15396974	11288295.33	27
12-06	SALARIES/CONTRACTUAL	9583	11111.00	116	38332	54415.46	142	.00	115000	60584.54	47
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	10450	947.50	9	33856	54609.63	161	.00	117489	62879.37	47
12 **	REGULAR SALARIES & WAGES	1306145	1017487.22	78	5180154	4217703.76	81	.00	15629463	11411759.24	27
13-00	OTHER SALARIES & WAGES	101883	91866.17	90	382533	379879.23	99	.00	1197652	817772.77	32
13 **	OTHER SALARIES & WAGES	101883	91866.17	90	382533	379879.23	99	.00	1197652	817772.77	32
14-00	OVERTIME	60141	57672.08	96	234896	279145.05	119	.00	716132	436986.95	39
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	60141	57672.08	96	234896	279145.05	119	.00	716132	436986.95	39
15-00	SPECIAL PAY	27068	36356.53	134	108272	145280.68	134	.00	324843	179562.32	45
15 **	SPECIAL PAY	27068	36356.53	134	108272	145280.68	134	.00	324843	179562.32	45
20-00	CLOTHING/SHOE ALLOWANCE	2453	.00	0	9812	9176.96	94	.00	29455	20278.04	31
20 **	CLOTHING/SHOE ALLOWANCE	2453	.00	0	9812	9176.96	94	.00	29455	20278.04	31
21-00	FICA TAXES	112884	96177.84	85	447036	402390.68	90	.00	1350247	947856.32	30
21 **	FICA TAXES	112884	96177.84	85	447036	402390.68	90	.00	1350247	947856.32	30
22-00	RETIREMENT CONTRIBUTIONS	123918	103177.13	83	495147	417535.97	84	.00	1486611	1069075.03	28
22-01	FIRE PENSION	235216	217264.25	92	938689	942107.29	100	.00	2820431	1878323.71	33
22-02	STATE CONTRIBUTIONS	36868	.00	0	147472	.00	0	.00	442426	442426.00	0
22-03	NON-FRS RETIREMENT PLAN	3178	2911.10	92	12691	11954.73	94	.00	38130	26175.27	31
22 **	RETIREMENT CONTRIBUTIONS	399180	323352.48	81	1593999	1371597.99	86	.00	4787598	3416000.01	29
23-00	INSURANCES	4309	3288.81	76	17209	11361.00	66	.00	51780	40419.00	22

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
23-02	MEDICARE PART B	38256	28544.80	75	153024	162135.92	106	1665.00	459072	295271.08	36
23-04	MEDICAL	306365	257768.90	84	1231508	888957.24	72	.00	3682569	2793611.76	24
23-05	HEALTH GF RETIREES 50%	4969	4875.40	98	19876	19501.60	98	.00	59630	40128.40	33
23-06	HEALTH GF RETIREES 100%	20872	17551.44	84	83488	68394.14	82	.00	250467	182072.86	27
23-07	DENTAL INSURANCE	13731	12048.84	88	54852	42890.80	78	.00	164850	121959.20	26
23-08	VISION INSURANCE	2440	2170.71	89	9748	7740.89	79	.00	29427	21686.11	26
23-09	LONG TERM DISABILITY	4173	3546.63	85	16665	12229.63	73	.00	50182	37952.37	24
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	395115	329795.53	84	1586370	1213211.22	77	1665.00	4747977	3533100.78	26
24-00	WORKER'S COMPENSATION	65438	28312.96	43	261641	119530.26	46	.00	785310	665779.74	15
24 **	WORKER'S COMPENSATION	65438	28312.96	43	261641	119530.26	46	.00	785310	665779.74	15
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	3332	.00	0	.00	10000	10000.00	0
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	3332	.00	0	.00	10000	10000.00	0
27-00	BENEFIT OFFSET	20493	18265.16	89	81972	63081.95	77	.00	245921	182839.05	26
27 **	BENEFIT OFFSET	20493	18265.16	89	81972	63081.95	77	.00	245921	182839.05	26
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	49473	31671.25	64	187599	113333.00	60	271582.81	580763	195847.19	66
31-01	LEGAL EXPENSES	42876	31524.51	74	171504	92418.77	54	415381.63	514518	6717.60	99
31-02	MEDICAL SERVICES	4991	292.80	6	19964	2739.75	14	59620.45	59895	2465.20	104
31-03	ENGINEERING SERVICES	727	.00	0	727	.00	0	.00	6540	6540.00	0
31-05	EMS 1ST RESPONDER	1724	.00	0	6896	19915.89	289	.00	20690	774.11	96
31-11	USDA MANAGE FOREST GRANT	0	.00	0	0	.00	0	.00	0	.00	0
31-15	AFRICAN AM MUSE-GR2111	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
31-16 HTMOORE RESTOR-GR23HM		382	3403.50	891	1146	3403.50	297	.00	4204	800.50	81
31-17 RESILIENT FL-FDEP 24PLN48		5531	.00	0	16588	27482.02	166	33298.80	60835	54.18	100
31-33 EMPLOYEE HEALTH CENTER		34768	36134.36	104	139072	117053.83	84	300167.17	417221	.00	100
31 ** PROFESSIONAL SERVICES		140472	103026.42	73	543496	376346.76	69	1080050.86	1664666	208268.38	88
32-00 ACCOUNTING & AUDITING		11860	.00	0	41913	.00	0	.00	136800	136800.00	0
32 ** ACCOUNTING & AUDITING		11860	.00	0	41913	.00	0	.00	136800	136800.00	0
34-00 CONTRACT SERVICES		150486	80890.75	54	588982	429826.78	73	917504.49	1792984	445652.73	75
34-03 CUSTOMER SERVICE CONTRACT		285320	281543.59	99	1141280	838207.08	73	.00	3423844	2585636.92	25
34-07 JANITORIAL CONTRACT SVS		0	.00	0	0	.00	0	.00	0	.00	0
34-09 MOWING CONTRACTS		36909	17936.00	49	146727	106473.95	73	314684.59	442000	20841.46	95
34-23 JAG 2022-22-GG-02810		0	.00	0	0	.00	0	.00	0	.00	0
34 ** CONTRACT SERVICES		472715	380370.34	81	1876989	1374507.81	73	1232189.08	5658828	3052131.11	46
39-00 CONTINGENCY		28154	.00	0	112616	.00	0	.00	337848	337848.00	0
39-01 CONTINGENCY - FY21		47574	.00	0	95148	.00	0	.00	475735	475735.00	0
39-02 CONTINGENCY - FY22		96406	.00	0	192812	.00	0	.00	964057	964057.00	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		172134	.00	0	400576	.00	0	.00	1777640	1777640.00	0
40-00 TRAVEL & PER DIEM		7282	1739.02	24	29463	4091.06	14	1305.00	85313	79916.94	6
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		7282	1739.02	24	29463	4091.06	14	1305.00	85313	79916.94	6
41-00 COMMUNICATION		25401	21213.75	84	102387	58626.39	57	251552.37	304536	5642.76	102
41-35 VOCA-2022-COCOA PD-00181		0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
41 **	COMMUNICATION	25401	21213.75	84	102387	58626.39	57	251552.37	304536	5642.76-	102
42-00	POSTAGE & FREIGHT	47998	44190.30	92	191992	139604.59	73	392127.28	576095	44363.13	92
42 **	POSTAGE & FREIGHT	47998	44190.30	92	191992	139604.59	73	392127.28	576095	44363.13	92
43-00	ELECTRIC/WATER/SEWER	80971	61395.55	76	323884	140592.21	43	781373.85	971681	49714.94	95
43 **	ELECTRIC/WATER/SEWER	80971	61395.55	76	323884	140592.21	43	781373.85	971681	49714.94	95
44-00	RENTALS AND LEASES	5341	6031.20	113	20637	18813.30	91	37734.70	63398	6850.00	89
44 **	RENTALS AND LEASES	5341	6031.20	113	20637	18813.30	91	37734.70	63398	6850.00	89
45-00	INSURANCE	74255	.00	0	297020	455414.16	153	.00	891070	435655.84	51
45 **	INSURANCE	74255	.00	0	297020	455414.16	153	.00	891070	435655.84	51
46-00	REPAIRS & MAINTENANCE	116165	138763.77	120	447553	342291.21	77	237065.63	1376910	797553.16	42
46-02	REPAIR/MAINT BUILDING	61507	70637.22	115	240638	118426.33	49	128093.20	732706	486186.47	34
46-03	REPAIR/MAINT-VEHICLES	39699	32690.09	82	158026	68575.32	43	.00	474542	405966.68	15
46-04	HTMOORE RESTOR-GR23HM	11869	130559.63	1100	35607	114259.63	321	.00	130560	16300.37	88
46-05	HYDRANT FEES	22515	22163.66	98	90060	88654.64	98	.00	270189	181534.36	33
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	251755	394814.37	157	971884	732207.13	75	365158.83	2984907	1887541.04	37
47-00	PRINTING & BINDING	15040	16043.90	107	60160	40928.60	68	108440.40	180479	31110.00	83
47 **	PRINTING & BINDING	15040	16043.90	107	60160	40928.60	68	108440.40	180479	31110.00	83
48-00	PROMOTIONAL ACTIVITIES	6114	6875.06	112	24410	14768.14	61	.00	73350	58581.86	20
48-01	JAG 24-GG-04542	184	.00	0	184	.00	0	.00	1653	1653.00	0
48-11	BUSINESS ASSIST. PROGRAM	41	.00	0	164	36.48	22	.00	500	463.52	7
48 **	PROMOTIONAL ACTIVITIES	6339	6875.06	109	24758	14804.62	60	.00	75503	60698.38	20
49-00	OTHER CHARGES & OBLIG.	28041	18924.47	68	100524	78703.80	78	173401.69	324964	72858.51	78
49-02	ADVERTISING	116	56.00	48	464	56.00	12	.00	1400	1344.00	4
49-06	BROWNFIELD PROG CITY COST	416	.00	0	1664	.00	0	.00	5000	5000.00	0

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
49-07	BAD DEBT EXPENSE	0	3029.12	- 0	0	11137.07	- 0	.00	0	11137.07	0
49-08	CASH OVER/SHORT	0	.00	0	0	.21	- 0	.00	0	.21	0
49-21	PD INVESTIGATIVE FUNDS	2083	3760.00	181	8332	930.00	11	.00	25000	24070.00	4
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.	30656	19711.35	64	110984	68552.52	62	173401.69	356364	114409.79	68
51-00	OFFICE SUPPLIES	4320	4343.32	101	17280	6023.74	35	.00	51018	44994.26	12
51-39	VOCA-2023-COCOA PD-00042	0	.00	0	0	.00	0	.00	0	.00	0
51 **	OFFICE SUPPLIES	4320	4343.32	101	17280	6023.74	35	.00	51018	44994.26	12
52-00	OPERATING SUPPLIES	110717	101510.07	92	443436	547319.30	123	270646.98	1329171	511204.72	62
52-02	UNIFORMS	10047	5881.11	59	37526	11277.02	30	42158.20	117940	64504.78	45
52-05	EMS 1st RESP-CONSUM SUPP	6874	5275.76	77	27061	16907.42	63	21827.82	82054	43318.76	47
52-07	JANITORIAL SUPPLIES	4483	2547.23	57	17932	10683.21	60	.00	53830	43146.79	20
52-10	HEATING FUEL	474	394.04	83	1896	1431.48	76	4256.20	5688	.32	100
52-22	BULLET PROOF V 2020	0	.00	0	0	.00	0	.00	0	.00	0
52-23	BULLET PROOF VEST 2021	0	.00	0	0	.00	0	.00	0	.00	0
52-26	BULLET PROOF VEST 2022	0	.00	0	0	.00	0	1.00	0	1.00	- 0
52-30	FUEL, OIL, & LUBRICANTS	31968	18617.26	58	127872	59934.89	47	.00	382580	322645.11	16
52-33	EMPLOYEE HEALTH CENTER	15729	11889.60	76	62916	37114.81	59	156339.60	188750	4704.41	- 103
52-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
52-36	FIREHOUSE SUBS - E-BIKES	0	.00	0	0	.00	0	.00	0	.00	0
52-37	JAG 23-GG-03233	0	.00	0	0	.00	0	.00	0	.00	0
52-38	BULLET PROOF VEST 2023	38	415.92	1095	114	415.92	365	.00	416	.08	100
52-39	VOCA-2023-COCOA PD-00042	0	.00	0	0	.00	0	.00	0	.00	0
52-40	BULLET PROOF VEST 2024	2412	3163.08	131	7236	3163.08	44	23362.92	26526	.00	100

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
52 **	OPERATING SUPPLIES	182742	149694.07	82	725989	688247.13	95	518592.72	2186955	980115.15	55
53-00	ROAD MATERIALS/SUPPLIES	4056	5571.49	137	16224	6087.49	38	102.67	48675	42484.84	13
53 **	ROAD MATERIALS/SUPPLIES	4056	5571.49	137	16224	6087.49	38	102.67	48675	42484.84	13
54-00	MEMBERSHIP/PUBLICATIONS	5875	6817.06	116	23687	10747.47	45	3770.00	68475	53957.53	21
54 **	MEMBERSHIP/PUBLICATIONS	5875	6817.06	116	23687	10747.47	45	3770.00	68475	53957.53	21
55-00	TRAINING	15558	9808.53	63	61398	39965.17	65	29182.72	185181	116033.11	37
55-01	EDA PROGRAM	833	.00	0	3332	1253.53	38	2258.00	10000	6488.47	35
55-02	P/F HS RECRUITMENT	863	.00	0	2589	.00	0	9497.42	9497	.42-	100
55-22	JAG 21-GG-01363	0	.00	0	0	.00	0	.00	0	.00	0
55-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
55-36	VOCA-2023-COCOA PD-00042	0	.00	0	0	.00	0	.00	0	.00	0
55 **	TRAINING	17254	9808.53	57	67319	41218.70	61	40938.14	204678	122521.16	40
56-15	IT-RELATED OPERATING EXP	87336	48702.28	56	336864	500929.04	149	187975.20	1032444	343539.76	67
56-16	FL CYBERSECURITY	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	87336	48702.28	56	336864	500929.04	149	187975.20	1032444	343539.76	67
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	24138	.00	0	48276	.00	0	.00	241379	241379.00	0
61 **	LAND	24138	.00	0	48276	.00	0	.00	241379	241379.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	127516	1346.87	1	471941	1346.87	0	671777.85	1492071	818946.28	45
63-07	IMPROVE OTHER THAN BLDG	182186	.00	0	503238	911321.96	181	648043.26	1960726	401360.78	80
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	309702	1346.87	0	975179	912668.83	94	1319821.11	3452797	1220307.06	65
64-00	MACHINERY AND EQUIPMENT	442096	40656.00	9	1646885	280949.90	17	2797065.55	4656571	1578555.55	66
64-15	IT HARDWARE	33008	8379.74	25	66016	17320.65	26	.00	330080	312759.35	5
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	475104	49035.74	10	1712901	298270.55	17	2797065.55	4986651	1891314.90	62
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71-30	LEASE - COPIERS	4293	4289.27	100	17172	17146.90	100	34375.40	51523	.70	100
71-33	LEASED POSTAGE METER	372	.00	0	1488	.00	0	4475.00	4475	.00	100
71-60	SBITA - ESRI SGEA	0	.00	0	0	.00	0	.00	0	.00	0
71-61	SBITA - VERTEKS	0	.00	0	0	.00	0	.00	0	.00	0
71-62	SBITA - VERTEKS 5-9	0	.00	0	0	.00	0	.00	0	.00	0
71-63	SBITA - CLEARGOV	0	.00	0	0	.00	0	.00	0	.00	0
71-64	SBITA - VECTOR TGT SOL	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
71-65	SBITA - NEOGOV	0	.00	0	0	.00	0	.00	0	.00	0
71-66	SBITA - BRAZOS (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
71-67	SBITA - SOCRATA (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
71-68	SBITA - KRONOS TELSTFF	0	.00	0	0	.00	0	.00	0	.00	0
71-69	SBITA - SAMSARA	2240	2688.42	120	8960	5369.67	60	21516.45	26887	.88	100
71-70	SBITA - DEBTBOOK	0	.00	0	0	.00	0	.00	0	.00	0
71-71	SBITA - BRIGHTLY ASSET	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	6905	6977.69	101	27620	22516.57	82	60366.85	82885	1.58	100
72-30	LEASE - COPIERS	14	18.73	134	56	85.10	152	88.60	175	1.30	99
72-33	LEASED POSTAGE METER	45	.00	0	180	.00	0	545.00	545	.00	100
72-60	SBITA - ESRI SGEA	0	.00	0	0	.00	0	.00	0	.00	0
72-61	SBITA - VERTEKS	0	.00	0	0	.00	0	.00	0	.00	0
72-62	SBITA - VERTEKS 5-9	0	.00	0	0	.00	0	.00	0	.00	0
72-63	SBITA - CLEARGOV	0	.00	0	0	.00	0	.00	0	.00	0
72-64	SBITA - VECTOR TRGT SOL	0	.00	0	0	.00	0	.00	0	.00	0
72-65	SBITA - NEOGOV	0	.00	0	0	.00	0	.00	0	.00	0
72-66	SBITA - BRAZOS (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
72-67	SBITA - SCORATA (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
72-68	SBITA - KRONOS TELSTFF	0	.00	0	0	.00	0	.00	0	.00	0
72-69	SBITA - SAMSARA	32	64.68	202	128	136.53	107	257.19	394	.28	100
72-71	SBITA - BRIGHTLY ASSET	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	91	83.41	92	364	221.63	61	890.79	1114	1.58	100
73-00	OTHER DEBT SERVICE COSTS	3357	.00	0	3357	30213.37	900	.00	30214	.63	100
73 **	OTHER DEBT SERVICE COSTS	3357	.00	0	3357	30213.37	900	.00	30214	.63	100
81-00	AIDS TO GOVT AGENCY	139485	.00	0	557940	1673821.00	300	.00	1673821	.00	100

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
81 **	AIDS TO GOVT AGENCY	139485	.00	0	557940	1673821.00	300	.00	1673821	.00	100
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	0	.00	0	0	.00	0	.00	0	.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	0	.00	0	0	.00	0	.00	0	.00	0
83-11	UPSTART COCOA PROGRAM	3541	5000.00	141	6664	5000.00	75	.00	35000	30000.00	14
83 **	OTHER GRANTS & AIDS	3541	5000.00	141	6664	5000.00	75	.00	35000	30000.00	14
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)	99579	103809.24	104	462708	164297.04	36	.00	1259347	1095049.96	13
91-21	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER (423)	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRCTD ASSET (425)	0	.00	0	0	.00	0	.00	0	.00	0
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-32	TO RVRFRNT/LWP (302)	0	.00	0	0	.00	0	.00	0	.00	0
91-33	TO FISKE CAP PROJ (303)	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	99579	103809.24	104	462708	164297.04	36	.00	1259347	1095049.96	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				

FUND 001	TOTAL	*****									
	GENERAL FUND	5289479	3312418.85	63	20237100	16282195.49	81	9354522.09	62013094	36376376.42	41
GRAND	TOTAL	*****									
		5289479	3312418.85	63	20237100	16282195.49	81	9354522.09	62013094	36376376.42	41



FY 2025 Budget by Classification Report - Summary Listing

1/31/2025

Target for January 2025 is 33%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
*STORMWATER ASSESSMENT	\$ 2,299,404	\$ -	\$ 1,837,008	\$ 462,396	80%
CHARGES FOR SERVICES	\$ -	\$ -	\$ -	\$ -	0%
INTERGOVERNMENTAL/GRANT	\$ 51,222	\$ -	\$ (68,778)	\$ 120,000	-134%
MISCELLANEOUS	\$ -	\$ -	\$ 64,998	\$ (64,998)	0%
**OTHER SOURCES (NON-REVENUE)	\$ 608,611	\$ -	\$ -	\$ 608,611	0%
REVENUE TOTALS	\$ 2,959,237	-	\$ 1,833,228	\$ 1,126,009	62%
EXPENSE					
SALARIES AND BENEFITS	\$ 638,667	\$ -	\$ 171,591	\$ 467,076	27%
OPERATING EXPENDITURES	\$ 755,581	\$ 164,109	\$ 141,955	\$ 449,517	19%
CAPITAL OUTLAY	\$ 1,234,262	\$ 654,912	\$ 375,094	\$ 204,256	30%
OTHER SOURCES (NON-REVENUE)	\$ 2,599	\$ 2,074	\$ 524	\$ 1	20%
NON-OPERATING USES	\$ 328,128	\$ -	\$ 109,376	\$ 218,752	33%
EXPENSE TOTALS	\$ 2,959,237	\$ 821,095	\$ 798,541	\$ 1,339,601	55%
REVENUE TOTALS	\$ 2,959,237	\$ -	\$ 1,833,228	\$ 1,126,009	62%
EXPENSE TOTALS	\$ 2,959,237	\$ 821,095	\$ 798,541	\$ 1,339,601	55%
	\$ -	\$ (821,095)	\$ 1,034,687	\$ (213,592)	

*Stormwater Assessment Revenues come in November-March

CITY OF COCOA, FLORIDA
REVENUE REPORT
33% OF YEAR LAPSED

ACCOUNTING PERIOD 04/2025

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND		*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT	DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
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	.00		0	.00		0	.00
334	** STATE GRANT	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337	** GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330	*** INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
31 00	WATER SALES	5,561,481	5,659,418.56	102	22,245,924	21,311,334.96	96	66,737,780	45,426,445.04
33 00	WATER CONNECTION FEE	47,267	72,789.81	154	189,068	315,262.97	167	567,211	251,948.03
36 00	WATER HYDRANT FEES	340,513	364,742.62	107	1,362,052	1,457,133.74	107	4,086,156	2,629,022.26
39 06	HYDRANT RESID FLOW TEST	141	600.00	426	564	4,350.00	771	1,696	2,654.00-
39 07	BACKFLOW DEVICE TEST	12,808	19,518.48	152	51,232	78,197.45	153	153,700	75,502.55
39 08	JUMPER METERS	61	100.00	164	244	200.00	82	742	542.00
39 09	PLAN REVIEW/CONST INSPECT	1,060	7,500.00	708	4,240	20,250.00	478	12,720	7,530.00-
39 10	BACKFLOW PRV/RLCT TEMP	44	5.42	12	176	846.68	481	530	316.68-
39 *	WATER OTHER INCOME	14,114	27,723.90	196	56,456	103,844.13	184	169,388	65,543.87
51 00	SEWER SALES	642,330	779,624.31	121	2,569,320	2,690,627.87	105	7,707,960	5,017,332.13
51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
51 *	SEWER SALES	642,330	779,624.31	121	2,569,320	2,690,627.87	105	7,707,960	5,017,332.13
53 02	SEWER CONN INDIAN HILLS	0	.00		0	.00		0	.00
59 01	GREASE TRAP PERMITS	547	855.96	157	2,188	3,239.93	148	6,572	3,332.07
60 00	REUSE WATER SALES	36,642	33,590.70	92	146,568	144,467.52	99	439,709	295,241.48
60 01	REUSE WATER INSTALLATION	618	425.00	69	2,472	4,763.00	193	7,420	2,657.00
60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
60 *	REUSE WATER SALES	37,260	34,015.70	91	149,040	149,230.52	100	447,129	297,898.48
90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343	** PHYSICAL ENVIRONMENT	6,643,512	6,939,170.86	105	26,574,048	26,030,674.12	98	79,722,196	53,691,521.88
340	*** CHARGES FOR SERVICES	6,643,512	6,939,170.86		26,574,048	26,030,674.12		79,722,196	53,691,521.88

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND		ACCOUNT	*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT		DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
	10 00	INTEREST	0	17.16		0	18,280.79		0	18,280.79-
	10 02	INVESTMENT INTEREST	40,078	147,773.72	369	160,312	260,495.56	163	480,943	220,447.44
	10 10	FLORIDA PRIME INTEREST	0	43,035.29		0	255,005.85		0	255,005.85-
	10 11	INTEREST/CBOS	0	.00		0	.00		0	.00
	10 *	INTEREST	40,078	190,826.17	476	160,312	533,782.20	333	480,943	52,839.20-
	30 00	NET INC/DEC FMV INVESTMNT	0	132,348.65-		0	412,956.72-		0	412,956.72
	40 00	GAIN/(LOSS) SALE INVEST	0	32,015.93-		0	40,697.30-		0	40,697.30
	40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
	40 *	GAIN/(LOSS) SALE INVEST	0	32,015.93-		0	40,697.30-		0	40,697.30
361	**	INTEREST & OTHER EARNINGS	40,078	26,461.59	66	160,312	80,128.18	50	480,943	400,814.82
362	00 00	RENT AND ROYALTIES	108	.00		432	1,300.00	301	1,300	.00
362	**	RENT AND ROYALTIES	108	.00		432	1,300.00	301	1,300	.00
364	00 00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
	10 00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
364	**	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
365	00 00	SALE SURPLUS MTRLS &SCRAP	265	1,198.93	452	1,060	1,986.86	187	3,180	1,193.14
365	**	SALE SURPLUS MTRLS &SCRAP	265	1,198.93	452	1,060	1,986.86	187	3,180	1,193.14
369	90 00	OTHER MISC REVENUES	4,308	12,314.29	286	17,232	28,221.84	164	51,705	23,483.16
	90 06	SETTLEMENTS	0	.00		0	.00		0	.00
	90 *	OTHER MISC REVENUES	4,308	12,314.29	286	17,232	28,221.84	164	51,705	23,483.16
	96 00	INSURANCE REFUND/PROCEEDS	0	41,004.78		0	75,788.24		0	75,788.24-
369	**	OTHER MISC REVENUES	4,308	53,319.07	1238	17,232	104,010.08	604	51,705	52,305.08-
360	***	MISCELLANEOUS REVENUES	44,759	80,979.59		179,036	187,425.12		537,128	349,702.88
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
33% OF YEAR LAPSED

ACCOUNTING PERIOD 04/2025

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND										
ACCOUNT		ACCOUNT DESCRIPTION	***** ESTIMATED	CURRENT ACTUAL	***** %REV	***** ESTIMATED	YEAR-TO-DATE ACTUAL	***** %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
91	24	RENEW & REPLACE (424)	0	.00		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	772,769	.00		2,722,581	.00		8,904,732	8,904,732.00
	99 *	BALANCE FORWARD	772,769	.00		2,722,581	.00		8,904,732	8,904,732.00
389	**	NON OPERATING SOURCES	772,769	.00		2,722,581	.00		8,904,732	8,904,732.00
380	***	OTHER SOURCES(NON-REV)	772,769	.00		2,722,581	.00		8,904,732	8,904,732.00
FUND TOTAL WATER/SEWER FUND			7,461,040	7,020,150.45		29,475,665	26,218,099.24		89,164,056	62,945,956.76
GRAND TOTAL			7,461,040	7,020,150.45		29,475,665	26,218,099.24		89,164,056	62,945,956.76

FUND 421 WATER/SEWER FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
11-00	EXECUTIVE SALARIES	15127	13819.20	91	60508	54585.85	90	.00	181529	126943.15	30
11 **	EXECUTIVE SALARIES	15127	13819.20	91	60508	54585.85	90	.00	181529	126943.15	30
12-00	REGULAR SALARIES & WAGES	1036129	757655.84	73	4122256	3103108.73	75	.00	12411346	9308237.27	25
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	1501.28	0	0	25841.04	0	.00	0	25841.04-	0
12-15	SETTLEMENT WAGES	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1036129	759157.12	73	4122256	3128949.77	76	.00	12411346	9282396.23	25
13-00	OTHER SALARIES & WAGES	63783	45277.21	71	255132	178083.00	70	.00	765439	587356.00	23
13 **	OTHER SALARIES & WAGES	63783	45277.21	71	255132	178083.00	70	.00	765439	587356.00	23
14-00	OVERTIME	62172	95133.25	153	248688	365179.64	147	.00	746100	380920.36	49
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	62172	95133.25	153	248688	365179.64	147	.00	746100	380920.36	49
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	1767	175.00	10	7068	21724.10	307	.00	21230	494.10-	102
20 **	CLOTHING/SHOE ALLOWANCE	1767	175.00	10	7068	21724.10	307	.00	21230	494.10-	102
21-00	FICA TAXES	80230	68848.47	86	319318	282289.38	88	.00	961198	678908.62	29
21 **	FICA TAXES	80230	68848.47	86	319318	282289.38	88	.00	961198	678908.62	29
22-00	RETIREMENT CONTRIBUTIONS	154373	132911.99	86	616958	602752.52	98	.00	1852009	1249256.48	33
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22-03	NON FRS RETIREMENT CONT	463	491.14	106	1852	1980.52	107	.00	5564	3583.48	36
22 **	RETIREMENT CONTRIBUTIONS	154836	133403.13	86	618810	604733.04	98	.00	1857573	1252839.96	33
23-00	INSURANCES	2753	2248.66	82	11003	7700.95	70	.00	33075	25374.05	23
23-02	RETIREEES OTHER INSURANCES	13150	7826.80	60	52600	43731.32	83	.00	157806	114074.68	28
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
23-04	MEDICAL/RX SELF INSURED	281638	204462.42	73	1125769	701745.92	62	.00	3378907	2677161.08	21
23-05	HEALTH RETIREES 50%	1988	487.54	25	7952	1950.16	25	.00	23856	21905.84	8
23-06	HEALTH RETIREES 100%	3976	4869.60	123	15904	18503.32	116	.00	47712	29208.68	39
23-07	DENTAL INSURANCE	13234	8645.81	65	52906	30062.04	57	.00	158816	128753.96	19
23-08	VISION INSURANCE	2567	1571.94	61	10238	5457.23	53	.00	30803	25345.77	18
23-09	LONG TERM DISABILITY	2821	2580.32	92	11278	8837.37	78	.00	33908	25070.63	26
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	322127	232693.09	72	1287650	817988.31	64	.00	3864883	3046894.69	21
24-00	WORKER'S COMPENSATION	38737	15054.76	39	154921	63691.54	41	.00	464860	401168.46	14
24 **	WORKER'S COMPENSATION	38737	15054.76	39	154921	63691.54	41	.00	464860	401168.46	14
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	3332	.00	0	.00	10000	10000.00	0
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	3332	.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	13200	11400.00	86	52800	39505.05	75	.00	158400	118894.95	25
27 **	BENEFIT OFFSET	13200	11400.00	86	52800	39505.05	75	.00	158400	118894.95	25
31-00	PROFESSIONAL SERVICES	18890	.00	0	73537	12431.00	17	92213.50	224682	120037.50	47
31-01	LEGAL EXPENSES	47184	9563.00	20	178226	23345.25	13	117806.12	555690	414538.63	25
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	243779	68334.10	28	860424	378773.10	44	2310470.53	2810665	121421.37	96
31-27	TCR PROJECT-COCOA	22571	.00	0	90284	.00	0	270847.00	270847	.00	100
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	332424	77897.10	23	1202471	414549.35	35	2791337.15	3861884	655997.50	83

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	175761	65955.16	38	702328	212349.53	30	495210.40	2108472	1400912.07	34
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	175761	65955.16	38	702328	212349.53	30	495210.40	2108472	1400912.07	34
39-00	CONTINGENCY	94700	.00	0	378800	.00	0	.00	1136400	1136400.00	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	94700	.00	0	378800	.00	0	.00	1136400	1136400.00	0
40-00	TRAVEL AND PER DIEM	1310	953.31	73	5240	997.76	19	.00	15748	14750.24	6
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL AND PER DIEM	1310	953.31	73	5240	997.76	19	.00	15748	14750.24	6
41-00	COMMUNICATION	17274	26569.38	154	69095	66823.11	97	145519.25	207319	5023.36-	102
41 **	COMMUNICATION	17274	26569.38	154	69095	66823.11	97	145519.25	207319	5023.36-	102
42-00	FREIGHT & POSTAGE SERVICE	1148	1103.59	96	4424	1381.95	31	.00	13640	12258.05	10
42 **	FREIGHT & POSTAGE SERVICE	1148	1103.59	96	4424	1381.95	31	.00	13640	12258.05	10
43-00	ELECTRIC/WATER/SEWER	203402	153009.69	75	813608	452845.88	56	1943586.21	2440835	44402.91	98
43 **	ELECTRIC/WATER/SEWER	203402	153009.69	75	813608	452845.88	56	1943586.21	2440835	44402.91	98
44-00	RENTAL AND LEASES	3141	4500.00	143	12564	8860.82	71	.00	37715	28854.18	24
44-21	DUKE ENERGY-GENERATOR	0	.00	0	0	.00	0	.00	0	.00	0
44 **	RENTAL AND LEASES	3141	4500.00	143	12564	8860.82	71	.00	37715	28854.18	24
45-00	INSURANCE	108436	.00	0	433744	650853.32	150	.00	1301232	650378.68	50
45 **	INSURANCE	108436	.00	0	433744	650853.32	150	.00	1301232	650378.68	50
46-00	REPAIRS & MAINTENANCE	535827	449989.93	84	2117505	1321385.97	62	1600588.63	6404169	3482194.40	46

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	49854	4427.33	9	184443	169717.26	92	5209.47	583299	408372.27	30
46-03	REPAIR/MAINT-VEHICLES	26626	29908.58	112	106504	56987.60	54	550.00	319564	262026.40	18
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	612307	484325.84	79	2408452	1548090.83	64	1606348.10	7307032	4152593.07	43
47-00	PRINTING & BINDING	3084	.00	0	10172	28027.20	276	.00	34876	6848.80	80
47 **	PRINTING & BINDING	3084	.00	0	10172	28027.20	276	.00	34876	6848.80	80
48-00	PROMOTIONAL ACTIVITIES	2083	.00	0	8332	1293.79	16	4860.00	25000	18846.21	25
48 **	PROMOTIONAL ACTIVITIES	2083	.00	0	8332	1293.79	16	4860.00	25000	18846.21	25
49-00	OTHER CHARGES & OBLIG.	5663	18792.58	332	20750	58276.76	281	500.00	66089	7312.24	89
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	4898.78-	0	0	16286.34-	0	.00	0	16286.34	0
49-08	CASH OVER & UNDER	0	21.23-	0	0	84.31	0	.00	0	84.31-	0
49-09	DOCUMENT RECORDING CHGS	500	872.00	174	2000	1188.00-	59-	4478.00	6000	2710.00	55
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.	6163	14744.57	239	22750	40886.73	180	4978.00	72089	26224.27	64
51-00	OFFICE SUPPLIES	2109	2637.90	125	8436	3666.74	44	.00	25354	21687.26	15
51 **	OFFICE SUPPLIES	2109	2637.90	125	8436	3666.74	44	.00	25354	21687.26	15
52-00	OPERATING SUPPLIES	64340	93063.23	145	257759	207569.72	81	229261.48	772515	335683.80	57
52-02	UNIFORMS-PURCHASED	133	567.00	426	133	567.00	426	.00	1200	633.00	47
52-07	JANITORIAL SUPPLIES	769	1624.98	211	3076	4285.18	139	.00	9240	4954.82	46
52-09	CHEMICALS	595096	380123.10	64	2379712	1569028.86	66	5019601.00	7140491	551861.14	92
52-30	FUEL OIL & LUBRICANTS	53246	22394.79	42	212984	67509.28	32	1368.71	639010	570132.01	11
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	713584	497773.10	70	2853664	1848960.04	65	5250231.19	8562456	1463264.77	83
53-00	ROAD MATERIALS/SUPPLIES	3748	.00	0	14992	.00	0	30388.46	45000	14611.54	68
53 **	ROAD MATERIALS/SUPPLIES	3748	.00	0	14992	.00	0	30388.46	45000	14611.54	68
54-00	MEMBERSHIP/PUBLICATIONS	3416	1457.99	43	13664	34349.40	251	.00	41031	6681.60	84
54 **	MEMBERSHIP/PUBLICATIONS	3416	1457.99	43	13664	34349.40	251	.00	41031	6681.60	84
55-00	TRAINING	8944	3881.25	43	35456	6145.31	17	9376.25	107064	91542.44	15
55-01	EDA PROGRAM	416	.00	0	1664	.00	0	.00	5000	5000.00	0
55 **	TRAINING	9360	3881.25	42	37120	6145.31	17	9376.25	112064	96542.44	14
56-00	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	25734	10954.53	43	101826	227541.09	224	1665.59-	307739	81863.50	73
56 **	TECHNOLOGY SYSTEMS	25734	10954.53	43	101826	227541.09	224	1665.59-	307739	81863.50	73
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	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	95587	9815.80	10	265704	25019.70	9	794809.73	1030404	210574.57	80
63-06	FDEM H0477 LS#1	0	.00	0	0	.00	0	.00	0	.00	0
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	95587	9815.80	10	265704	25019.70	9	794809.73	1030404	210574.57	80
64-00	MACHINERY & EQUIPMENT	71171	297746.04	418	240645	397470.04	165	37641.00	810030	374918.96	54
64-15	IT HARDWARE	39447	.00	0	155560	.00	0	148962.04	471145	322182.96	32
64-60	SBITA INTANG ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	110618	297746.04	269	396205	397470.04	100	186603.04	1281175	697101.92	46

FUND 421 WATER/SEWER FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				

65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	CONTRA FIXED ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69 **	PROPRIETARY FUNDS	0	.00	0	0	.00	0	.00	0	.00	0
71-20	SERIES 2020	0	.00	0	0	.00	0	.00	0	.00	0
71-32	LEASED ASSET-GENERATOR	29131	28883.49	99	116524	86439.80	74	253070.58	349583	10072.62	97
71-33	SBITA ACCRUENT CMMS	0	.00	0	0	.00	0	.00	0	.00	0
71-34	SBITA ESRI ARCGIS	0	.00	0	0	.00	0	.00	0	.00	0
71-35	SBITA - SAMSARA	2827	3392.53	120	11308	6776.02	60	27151.70	33928	.28	100
71-36	SBITA - DEBTBOOK	0	.00	0	0	.00	0	.00	0	.00	0
71-74	ESRI ARCGIS	0	.00	0	0	.00	0	.00	0	.00	0
71 **	PRINCIPAL	31958	32276.02	101	127832	93215.82	73	280222.28	383511	10072.90	97
72-32	LEASED ASSET-GENERATOR	7008	7256.51	104	28032	21980.20	78	72189.42	84098	10071.62	112
72-33	SBITA - ACCRNT CMMS	0	.00	0	0	.00	0	.00	0	.00	0
72-34	SBITA ESRI ARCGIS	0	.00	0	0	.00	0	.00	0	.00	0
72-35	SBITA - SAMSARA	41	81.62	199	164	172.28	105	324.56	497	.16	100
72-36	SBITA - DEBTBOOK	0	.00	0	0	.00	0	.00	0	.00	0
72-74	SBITA - ESRI ARCGIS	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	7049	7338.13	104	28196	22152.48	79	72513.98	84595	10071.46	112
73-00	OTHER DEBT SERVICE COST	275	.00	0	1100	825.00	75	.00	3300	2475.00	25
73-32	GENERATOR AMORT	0	.00	0	0	.00	0	.00	0	.00	0
73-33	SBITA ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	INTANG AMORT EXP	275	.00	0	1100	825.00	75	.00	3300	2475.00	25

FUND 421 WATER/SEWER FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				

82-00	AID TO PRIVATE ORGANIZAT	0	.00	0	0	.00	0	.00	0	.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
91-01	TO GENERAL FUND (001)	0	.00	0	0	.00	0	.00	0	.00	0
91-02	TO GEN FUND ROI (001)	654056	654056.92	100	2616224	2616227.68	100	.00	7848683	5232455.32	33
91-23	TO STORMWATER (423)	0	.00	0	0	.00	0	.00	0	.00	0
91-24	TRANSFER TO R & R (424)	1086880	26260.00	2	4342268	13063579.00	301	.00	13037319	26260.00-	100
91-25	TO RESTRCTD ASSET (425)	521782	558576.22	107	2087128	2234304.88	107	.00	6261391	4027086.12	36
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	2262718	1238893.14	55	9045620	17914111.56	198	.00	27147393	9233281.44	66
94-01	TXFR TO GF OH ALLOC (001)	697361	697361.67	100	2789444	2789446.68	100	.00	8368340	5578893.32	33
94 **	INTERFUND TRANSFER	697361	697361.67	100	2789444	2789446.68	100	.00	8368340	5578893.32	33
95-01	TXFR TO GF 6% PLOFF (001)	147241	147241.17	100	588964	588964.68	100	.00	1766894	1177929.32	33
95 **	NONOPERATING	147241	147241.17	100	588964	588964.68	100	.00	1766894	1177929.32	33
FUND 421	TOTAL *****										
	WATER/SEWER FUND	7460932	5151396.61	69	29475230	32935558.49	112	13614318.45	89164056	42614179.06	52
GRAND	TOTAL *****										
		7460932	5151396.61	69	29475230	32935558.49	112	13614318.45	89164056	42614179.06	52



FY 2025 Budget by Classification Report - Summary Listing

1/31/2025

Target for January 2025 is 33%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	\$ 79,722,196	\$ -	\$ 26,030,674	\$ 53,691,522	33%
INTERGOVERNMENTAL/GRANTS	\$ -	\$ -	\$ -	\$ -	0%
MISCELLANEOUS	\$ 537,128	\$ -	\$ 187,425	\$ 349,703	35%
*OTHER SOURCES (NON-REVENUE)	\$ 8,904,732	\$ -	\$ -	\$ 8,904,732	0%
REVENUE TOTALS	\$ 89,164,056	\$ -	\$ 26,218,099	\$ 62,945,957	29%
EXPENSE					
SALARIES AND BENEFITS	\$ 21,442,558	\$ -	\$ 5,556,730	\$ 15,885,828	26%
OPERATING EXPENDITURES	\$ 27,655,886	\$ 12,280,169	\$ 5,547,623	\$ 9,828,094	20%
CAPITAL OUTLAY	\$ 2,311,579	\$ 981,413	\$ 422,490	\$ 907,676	18%
GRANTS, AIDS AND OTHER	\$ 471,406	\$ 352,736	\$ 116,193	\$ 2,476	25%
NON-OPERATING USES	\$ 37,282,627	\$ -	\$ 21,292,523	\$ 15,990,104	57%
EXPENSE TOTALS	\$ 89,164,056	\$ 13,614,318	\$ 32,935,558	\$ 42,614,179	52%
REVENUE TOTALS	\$ 89,164,056	\$ -	\$ 26,218,099	\$ 62,945,957	29%
EXPENSE TOTALS	\$ 89,164,056	\$ 13,614,318	\$ 32,935,558	\$ 42,614,179	52%
**	\$ -	\$ (13,614,318)	\$ (6,717,459)	\$ 20,331,778	

*Fund Balance is a budgeted revenue, not actual revenue.

**Unaudited

CITY OF COCOA, FLORIDA
REVENUE REPORT
33% OF YEAR LAPSED

ACCOUNTING PERIOD 04/2025

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY		ACCOUNT	*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT		DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
320		OTHER PERMITS & FEES								
325		SPECIAL ASSESSMENT								
	23 01	STRMWTR SPEC ASSMNT	79,443	79,443.16	100	1,836,912	1,836,912.42	100	2,179,197	342,284.58
	23 02	DELINQUENT TAX	833	.00		3,332	73.63	2	10,000	9,926.37
	23 03	PENALTIES	0	.00		0	22.12		0	22.12-
	23 04	TAX CERTIFICATES	9,183	.00		36,732	.00		110,207	110,207.00
	23 *	STORMWATER	89,459	79,443.16	89	1,876,976	1,837,008.17	98	2,299,404	462,395.83
325	**	SPECIAL ASSESSMENT	89,459	79,443.16	89	1,876,976	1,837,008.17	98	2,299,404	462,395.83
320	***	OTHER PERMITS & FEES	89,459	79,443.16		1,876,976	1,837,008.17		2,299,404	462,395.83
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	68,778.04-		0	68,778.04
	36 36	N FSK S/W PND FLOAT WTLND	0	.00		0	.00		0	.00
	36 69	DIX/IRD IRL RESIL DESIGN	0	.00		0	.00		0	.00
	36 *	STORMWATER MANAGEMENT	0	.00		0	68,778.04-		0	68,778.04
334	**	STATE GRANT	0	.00		0	68,778.04-		0	68,778.04
338		SHARED REVENUE LOCAL UNIT								
	10 00	SHARED REV - BREVARD CTY	0	.00		0	.00		0	.00
	10 02	CHURCH STREET BAFFLE BOX	0	.00		0	.00		0	.00
	10 05	SOIRL-SAVE OUR IR LAGOON	4,657	.00		13,971	.00		51,222	51,222.00
	10 *	SHARED REV - BREVARD CTY	4,657	.00		13,971	.00		51,222	51,222.00
338	**	SHARED REVENUE LOCAL UNIT	4,657	.00		13,971	.00		51,222	51,222.00
330	***	INTERGOVERNMENTAL REVENUE	4,657	.00		13,971	68,778.04-		51,222	120,000.04
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
	91 00	STORMWATER FEES	0	.00		0	.00		0	.00
	91 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	91 *	STORMWATER FEES	0	.00		0	.00		0	.00
343	**	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
340	***	CHARGES FOR SERVICES	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY		*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT	DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	8.03		0	988.11		0	988.11-
10 02	INVESTMENT INTEREST	0	5,970.41		0	12,224.23		0	12,224.23-
10 10	FLORIDA PRIME INTEREST	0	13,260.27		0	51,735.45		0	51,735.45-
10 *	INTEREST	0	19,238.71		0	64,947.79		0	64,947.79-
30 00	NET INC/DEC FMV INVESTMNT	0	887.44-		0	2,601.75-		0	2,601.75
40 00	GAIN/(LOSS) SALE INVEST	0	199.08-		0	277.83-		0	277.83
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40 *	GAIN/(LOSS) SALE INVEST	0	199.08-		0	277.83-		0	277.83
361	** INTEREST & OTHER EARNINGS	0	18,152.19		0	62,068.21		0	62,068.21-
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
364	** DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	0	2,929.47		0	2,929.47		0	2,929.47-
369	** OTHER MISC REVENUES	0	2,929.47		0	2,929.47		0	2,929.47-
360	*** MISCELLANEOUS REVENUES	0	21,081.66		0	64,997.68		0	64,997.68-
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	55,329	.00		165,987	.00		608,611	608,611.00
99 *	BALANCE FORWARD	55,329	.00		165,987	.00		608,611	608,611.00
389	** NON OPERATING SOURCES	55,329	.00		165,987	.00		608,611	608,611.00
380	*** OTHER SOURCES(NON-REV)	55,329	.00		165,987	.00		608,611	608,611.00
FUND TOTAL	STORMWATER UTILITY	149,445	100,524.82		2,056,934	1,833,227.81		2,959,237	1,126,009.19
GRAND TOTAL		149,445	100,524.82		2,056,934	1,833,227.81		2,959,237	1,126,009.19

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	32376	23166.40	72	129504	91187.02	70	.00	388521	297333.98	24
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	32376	23166.40	72	129504	91187.02	70	.00	388521	297333.98	24
13-00	OTHER SALARIES & WAGES	0	4615.68	0	0	17885.76	0	.00	0	17885.76-	0
13 **	OTHER SALARIES & WAGES	0	4615.68	0	0	17885.76	0	.00	0	17885.76-	0
14-00	OVERTIME	583	326.05	56	2332	6254.14	268	.00	7000	745.86	89
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	583	326.05	56	2332	6254.14	268	.00	7000	745.86	89
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	40	.00	0	160	700.00	438	.00	480	220.00-	146
20 **	CLOTHING/SHOE ALLOWANCE	40	.00	0	160	700.00	438	.00	480	220.00-	146
21-00	FICA TAXES	2445	2084.96	85	9780	8681.77	89	.00	29346	20664.23	30
21 **	FICA TAXES	2445	2084.96	85	9780	8681.77	89	.00	29346	20664.23	30
22-00	RETIREMENT CONTRIBUTIONS	4413	3831.12	87	17652	15696.78	89	.00	52956	37259.22	30
22-01	GASB68 PENS EXP	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	4413	3831.12	87	17652	15696.78	89	.00	52956	37259.22	30
23-00	INSURANCES	82	65.40	80	328	218.05	67	.00	990	771.95	22
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	7925	6372.49	80	31700	21286.31	67	.00	95105	73818.69	22
23-07	DENTAL INSURANCE	326	238.06	73	1304	795.18	61	.00	3920	3124.82	20
23-08	VISION INSURANCE	53	43.09	81	212	143.53	68	.00	644	500.47	22
23-09	LONG TERM DISABILITY	83	74.06	89	332	247.05	74	.00	1003	755.95	25
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY												
ELE	OBJ	ACCOUNT DESCRIPTION	*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****				ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
			BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP	ENCUMBR.			
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	8469	6793.10	80	33876	22690.12	67	.00	101662	78971.88	22
24-00	WORKER'S	COMPENSATION	4391	1722.66	39	17564	7455.50	42	.00	52702	45246.50	14
24	**	WORKER'S COMPENSATION	4391	1722.66	39	17564	7455.50	42	.00	52702	45246.50	14
26-00	OPEB	HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26	**	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT	OFFSET	500	300.00	60	2000	1040.21	52	.00	6000	4959.79	17
27	**	BENEFIT OFFSET	500	300.00	60	2000	1040.21	52	.00	6000	4959.79	17
31-00	PROFESSIONAL	SERVICES	15896	.00	0	63529	8559.66	14	600.01	190700	181540.33	5
31-01	LEGAL	EXPENSES	41	.00	0	164	.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	15937	.00	0	63693	8559.66	13	600.01	191200	182040.33	5
34-00	CONTRACT	SERVICES	22250	61813.60	278	89000	100546.55	113	140313.87	267002	26141.58	90
34-10	COST OF	GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34	**	CONTRACT SERVICES	22250	61813.60	278	89000	100546.55	113	140313.87	267002	26141.58	90
39-00	CONTINGENCY		4647	.00	0	21186	.00	0	.00	58377	58377.00	0
39	**	CONTINGENCY	4647	.00	0	21186	.00	0	.00	58377	58377.00	0
40-00	TRAVEL &	PER DIEM	237	61.08	26	948	61.08	6	.00	2850	2788.92	2
40	**	TRAVEL & PER DIEM	237	61.08	26	948	61.08	6	.00	2850	2788.92	2
41-00	COMMUNICATION		173	90.88	53	692	181.75	26	1894.25	2076	.00	100
41	**	COMMUNICATION	173	90.88	53	692	181.75	26	1894.25	2076	.00	100
42-00	POSTAGE &	FREIGHT	41	.00	0	164	.00	0	.00	500	500.00	0
42	**	POSTAGE & FREIGHT	41	.00	0	164	.00	0	.00	500	500.00	0
43-00	ELECTRIC/WATER/SEWER		1333	1247.81	94	5332	3090.06	58	14323.44	16000	1413.50	109

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				

43 **	ELECTRIC/WATER/SEWER	1333	1247.81	94	5332	3090.06	58	14323.44	16000	1413.50-	109
44-00	RENTALS AND LEASES	250	.00	0	1000	.00	0	.00	3000	3000.00	0
44 **	RENTALS AND LEASES	250	.00	0	1000	.00	0	.00	3000	3000.00	0
45-00	INSURANCE	1256	.00	0	5024	7556.42	150	.00	15072	7515.58	50
45 **	INSURANCE	1256	.00	0	5024	7556.42	150	.00	15072	7515.58	50
46-00	REPAIRS & MAINTENANCE	8041	2981.93	37	32164	3552.08	11	1516.05	96500	91431.87	5
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	3840	3760.66	98	15360	6759.86	44	.57	46090	39329.57	15
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	11881	6742.59	57	47524	10311.94	22	1516.62	142590	130761.44	8
47-00	PRINTING & BINDING	41	.00	0	164	.00	0	.00	500	500.00	0
47 **	PRINTING & BINDING	41	.00	0	164	.00	0	.00	500	500.00	0
49-00	OTHER CHARGES & OBLIG.	43	26.83	62	172	32.09	19	.00	517	484.91	6
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	54.53-	0	0	184.85-	0	.00	0	184.85	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	43	27.70-	64-	172	152.76-	89-	.00	517	669.76	30-
51-00	OFFICE SUPPLIES	41	.00	0	164	.00	0	.00	500	500.00	0
51 **	OFFICE SUPPLIES	41	.00	0	164	.00	0	.00	500	500.00	0
52-00	OPERATING SUPPLIES	1073	1976.54	184	4141	4091.79	99	4465.50	12729	4171.71	67
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	2764	1945.33	70	11056	6740.93	61	.00	33168	26427.07	20
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	3837	3921.87	102	15197	10832.72	71	4465.50	45897	30598.78	33
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	266.00	429	248	916.00	369	.00	750	166.00-	122
54 **	MEMBERSHIP/PUBLICATIONS	62	266.00	429	248	916.00	369	.00	750	166.00-	122
55-00	TRAINING	729	.00	0	2916	52.00	2	995.00	8750	7703.00	12
55 **	TRAINING	729	.00	0	2916	52.00	2	995.00	8750	7703.00	12
56-15	IT-RELATED OPERATING EXP	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION	0	.00	0	0	.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	73947	120147.13	163	256359	252978.59	99	524587.68	847922	70355.73	92
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63-08	FISKE BLVD CEI	0	.00	0	0	.00	0	.00	0	.00	0
63-35	US1/FOREST AV S/W FACILTY	4657	.00	0	13971	11924.41	85	39297.55	51222	.04	100
63-36	N FSK S/W PND FLOAT WTLND	0	.00	0	0	.00	0	.00	0	.00	0
63-69	DIX/IRVR DR RESIL 23FRP03	0	.00	0	0	.00	0	.00	0	.00	0
63-73	FISKE CONSTRUCTION	18293	33250.00	182	54879	110190.78	201	91027.22	201218	.00	100
63 **	INFRASTRUCTURE	96897	153397.13	158	325209	375093.78	115	654912.45	1100362	70355.77	94
64-00	MACHINERY & EQUIPMENT	11158	.00	0	44632	.00	0	.00	133900	133900.00	0
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	11158	.00	0	44632	.00	0	.00	133900	133900.00	0
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				

65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	CONTRA FIXED ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69 **	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
71-35	SBITA - SAMSARA	213	256.04	120	852	511.40	60	2049.18	2561	.42	100
71 **	PRINCIPAL	213	256.04	120	852	511.40	60	2049.18	2561	.42	100
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72-35	SBITA - SAMSARA	3	6.16	205	12	13.00	108	24.50	38	.50	99
72 **	DEBT SERVICE - INTEREST	3	6.16	205	12	13.00	108	24.50	38	.50	99
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)	27344	27344.00	100	109376	109376.00	100	.00	328128	218752.00	33
94 **	INTERFUND TRANSFER	27344	27344.00	100	109376	109376.00	100	.00	328128	218752.00	33
FUND 423	TOTAL *****										
	STORMWATER UTILITY	251590	297959.43	118	946373	798540.90	84	821094.82	2959237	1339601.28	55
GRAND	TOTAL *****										
		251590	297959.43	118	946373	798540.90	84	821094.82	2959237	1339601.28	55

CITY COUNCIL AGENDA ITEM

Memo Date: February 14, 2025
Agenda Date: February 25, 2025
File ID: 2025-159
Prepared By: Zoie Badalov, Senior Budget Analyst
Through: Rebecca Bowman, Finance Director
Stockton Whitten, City Manager
Requested Action: None

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2025 thru January 31st, 2025.

Section 5. - Appropriations.

(a) Appropriations for expenditures shall be established by the budget, and from the effective date of the budget the several amounts stated therein as proposed expenditures shall be and become appropriated to the several 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:

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 1/31/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
11/12/2024	001-0000-331.20-29	\$416	ENC/BUDADJ PO ROLL	399
	001-0000-334.50-55	\$60,781		
	001-0000-334.70-11	\$134,764		
	001-0000-389.99-50	\$4,213,584		
11/19/2024	001-0000-389.90-00	\$1,199,955	TEMP AFB PUMPER TRUCK RESOLUTION# 2024-105	
11/20/2024	001-0000-331.20-31	\$13,263	FY25 BPV GRANT RESOLUTION# 2024-104	
	001-0000-389.99-50	(\$13,263)		
11/30/2024	001-0000-381.91-10	(\$800)	13) CRA POLICE DETAIL OCT-NOV CLEANUP	
	001-0000-389.90-00	\$800		
12/10/2024	001-0000-334.50-55	\$54	CAPITAL ROLL RESOLUTION# 2024-112	
	001-0000-369.90-04	\$5,000		
	001-0000-389.99-50	\$2,758,520		
	001-0000-384.00-00	\$309,793	FIRE COMMUNICATIONS-DEBT RESOLUTION# 2024-113	
01/14/2025	001-0000-389.99-50	\$22,500	COCOA UPSTART PROGRAM RESOLUTION# 2025-002	
01/21/2025	001-0000-331.20-32	\$15,653	ACCEPT FY25 JAG GRANT RESOLUTION# 2025-003	
01/28/2025	001-0000-389.99-50	\$186,822	BOA LEASE DEBTSERVICE PMT	
	001-0000-384.00-00	(\$2,150,698)	UNDO FY25 BUDGET ESTIMATED DEBT FINANCING	
	001-0000-384.00-00	(\$309,793)	UNDO FY25 BUDGET ESTIMATE FIRE COMMUNICATIONS	

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 1/31/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
01/28/2025	001-0000-389.90-00	(\$1,199,955)	UNDO FY25 BUDGET ESTIMATE TEMP AFB FIRE ENGINE	399
	001-0000-389.99-50	(\$380,000)	UNDO FY25 INTERFUND TXFR ESTIMATED DEBT FINANCING	
01/30/2025	001-0000-389.99-50	\$32,123	EMERGENCY NONREIMBURSABLE RESOLUTION# 2025-005	
	001-0000-389.99-50	\$241,013	MILTON REIMBURSABLE RESOLUTION# 2025-005	
01/31/2025	001-0000-384.00-00	\$2,495,000	2024 BOA LEASE BUDGET	
10	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$7,635,532
10	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	GENERAL FUND	\$7,635,532
11/12/2024	104-0000-389.99-50	\$53,880	ENC/BUDADJ PO ROLL	399
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
11/12/2024	105-0000-389.99-10	\$3,575	ENC/BUDADJ PO ROLL	399
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$3,575
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	SHIP/COCOA HOUSING TRUST	\$3,575
11/12/2024	107-0000-389.99-50	\$17,616	ENC/BUDADJ PO ROLL	399
1	Total Budget	Total Budget	Division 0000 Total	\$17,616

**FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 1/31/2025**

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
Amendments/Transfers		Amendments/Transfers		
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	BUILDING PERMITS	\$17,616
11/12/2024	110-0000-389.99-50	\$76,779	ENC/BUDADJ PO ROLL	399
12/10/2024	110-0000-389.99-50	\$932,242	CAPITAL ROLL RESOLUTION# 2024-112	
01/06/2025	110-0000-338.00-00	(\$89,319)	SHORE UP CCRA TIF REVENUE RESOLUTION# CCRA 2024-250	
3	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$919,702
3	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	CRA COCOA RDA	\$919,702
11/12/2024	111-0000-389.99-50	\$52,991	ENC/BUDADJ PO ROLL	399
12/10/2024	111-0000-389.99-50	\$183,323	CAPITAL ROLL RESOLUTION# 2024-112	
01/27/2025	111-0000-338.00-00	(\$45,528)	COUNTY DSCRA TIF REVENUE RES.# DSCRA 2025-046	
	111-0000-389.99-50	\$32,500	DSCRA UPSTART GRANT RES.# DSCRA 2025-039	
	111-0000-338.00-00	(\$2,207)	D4 DSCRA TIF REVENUE RES.# DSCRA 2025-046	
3	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$221,079
3	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	CRA DIAMOND SQUARE 626	\$221,079
11/12/2024	130-0000-331.90-02	\$279,022	ENC/BUDADJ PO ROLL	399
12/12/2024	130-0000-331.90-02	\$121,204	UNEMCUMBERED ARPA ROLL RESOLUTION#	

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 1/31/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
			2024-114	399
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$400,226
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	AMERICAN RESCUE PLAN FUND	\$400,226
10/14/2024	143-0000-389.99-50	\$6,825	EXPEND FEDERAL FORFEITURE RESOLUTION #: 24-096	123
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$6,825
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	FEDERAL FORFEITURE FUND	\$6,825
01/28/2025	201-0000-381.91-01	\$186,822	BOA LEASE DEBTSERVICE PMT	1775
	201-0000-381.91-01	(\$380,000)	UNDO FY25 INTERFUND TXFR ESTIMATED DEBT FINANCING	
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	(\$193,178)
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	DEBT SERVICE FUND	(\$193,178)
11/12/2024	303-0000-331.90-01	\$1,772,649	ENC/BUDADJ PO ROLL	399
	303-0000-389.99-50	(\$152,319)	RETAINAGE RES. #24-103	
12/10/2024	303-0000-331.90-01	\$333,401	CAPITAL ROLL RESOLUTION# 2024-112	
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$1,953,731
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	FISKE BV CMPLT STRTScape	\$1,953,731

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 1/31/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
11/12/2024	304-0000-337.30-21	\$133,724	ENC/BUDADJ PO ROLL	399
12/10/2024	304-0000-337.30-21	\$2,020	CAPITAL ROLL RESOLUTION# 2024-112	
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$135,744
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	T DOCKS / BREAKWATER	\$135,744
11/12/2024	421-0000-389.99-50	\$3,144,828	ENC/BUDADJ PO ROLL	399
12/10/2024	421-0000-389.99-50	\$277,106	CAPITAL ROLL RESOLUTION# 2024-112	
01/30/2025	421-0000-389.99-50	\$81,536	MILTON REIMBURSABLE RESOLUTION# 2025-005	
3	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$3,503,470
3	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	WATER/SEWER FUND	\$3,503,470
11/12/2024	423-0000-338.10-05	\$51,222	ENC/BUDADJ PO ROLL	399
	423-0000-389.99-50	\$623,948		
	423-0000-389.99-50	(\$15,337)	RETAINAGE RES. #24-103	
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$659,833
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	STORMWATER UTILITY	\$659,833
11/12/2024	424-0000-334.35-01	\$2,615,124	ENC/BUDADJ PO ROLL	399
	424-0000-389.99-50	\$12,711,882		
	424-0000-389.99-50	(\$429,470)	RETAINAGE RES. #24-103	

**FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 1/31/2025**

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
12/10/2024	424-0000-389.99-50	\$19,337,776	CAPITAL ROLL RESOLUTION# 2024-112	399
	424-0000-381.91-21	\$26,260	VORTEX MANHOLE LINING RESOLUTION# 2024-111	
01/28/2025	424-0000-331.35-02	\$1,200,000	PINEDA PHASE 2 GRANT -FED RESOLUTION# 2025-004	
	424-0000-334.35-02	\$135,000	PINEDA PHASE2 GRANT-STATE RESOLUTION# 2025-004	
3	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$35,596,572
3	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	RENEWAL & REPLACE FUND	\$35,596,572
10/08/2024	427-0000-389.84-00	\$4,243,270	TCR PROJECT TASK #2 RESOLUTION #: 24-097	122
11/12/2024	427-0000-389.84-00	\$80,073	ENC/BUDADJ PO ROLL	
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$4,323,343
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	TCR/SJR PROJECT	\$4,323,343
11/12/2024	520-0000-389.99-10	\$12,043	ENC/BUDADJ PO ROLL	399
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$12,043
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	WORKERS COMPENSATION FUND	\$12,043
24 Transfers & Amendments Between Oct 1, 2024 and Jan 31, 2025				
FY 2025 Total Transfer & Amendments			\$55,249,993	

**FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 1/31/2025**

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
<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: 02/14/2025				

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 1/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment		Group Number
1000 - CITY COUNCIL						
1000 - CITY COUNCIL	11/12/2024	001-1000-511.48-00	\$1,000	ENC/BUDADJ		399
		001-1000-511.40-00	\$105			
	11/30/2024	001-1000-511.54-00	\$500	14) COUNCIL EVENT TABLES OCT-NOV CLEANUP	876	
		001-1000-511.48-00	(\$500)			
2	Total Budget Amendments/Transfers		Division 1000 Total		\$1,105	
1104 - PLANNING						
1104 - PLANNING	11/12/2024	001-1104-515.34-00	\$95,973	ENC/BUDADJ		399
1	Total Budget Amendments/Transfers		Division 1104 Total		\$95,973	
1203 - INFORMATION TECHNOLOGY						
1203 - INFORMATION TECHNOLOGY	11/12/2024	001-1203-516.46-00	\$10,770	ENC/BUDADJ		399
		001-1203-516.41-00	\$546			
		001-1203-516.56-15	\$8,380			
		001-1203-516.52-00	\$20,568			
	12/10/2024	001-1203-516.63-00	\$13,377	CAPITAL ROLL RESOLUTION# 2024-112	1017	
		001-1203-516.64-15	\$20,287			
2	Total Budget Amendments/Transfers		Division 1203 Total		\$73,928	
1500 - FINANCE GENERAL ACCOUNTNG						
1500 - FINANCE GENERAL ACCOUNTNG	11/30/2024	001-1500-513.12-00	(\$1,000)	11) ACFR SOFTWARE COSTS OCT-NOV CLEANUP	876	
		001-1500-513.56-15	\$1,000			

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 1/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1500 - FINANCE GENERAL ACCOUNTNG	12/10/2024	001-1500-513.55-00	\$420	CAPITAL ROLL RESOLUTION# 2024-112	1017
2	Total Budget Amendments/Transfers	Division 1500 Total			\$420
1600 - GENERAL OPERATIONS					
1600 - GENERAL OPERATIONS	11/12/2024	001-1600-513.31-00	\$69,063	ENC/BUDADJ	399
		001-1600-513.34-00	\$12,218		
		001-1600-513.32-00	\$60,800		
		001-1600-513.49-00	\$50,218		
		001-1600-513.55-02	\$9,497		
	12/10/2024	001-1600-513.39-02	\$964,057	CAPITAL ROLL RESOLUTION# 2024-112	1017
		001-1600-513.55-00	\$900		
		001-1600-513.39-01	\$475,735		
	01/28/2025	001-1600-581.91-20	\$186,822	BOA LEASE DEBTSERVICE PMT	1777
		001-1600-513.64-00	(\$39,495)	UNDO FY25 BUDGET CH POOLED VEHICLE	1774
		001-1600-581.91-20	(\$380,000)	UNDO FY25 INTERFUND TXFR ESTIMATED DEBT FINANCING	1775
	01/31/2025	001-1600-513.64-00	\$40,656	2024 BOA LEASE BUDGET CH POOLED VEHICLE	1776
		001-1600-513.73-00	\$30,214	2024 BOA LEASE BUDGET DEBT SERVICE COSTS	1776
4	Total Budget Amendments/Transfers	Division 1600 Total			\$1,480,685

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 1/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1601 - EMERGENCY/DISASTER SVS					
1601 - EMERGENCY/DISASTER SVS	01/30/2025	001-1601-525.22-03	\$67	MILTON REIMBURSABLE RESOLUTION# 2025-005	1758
		001-1601-525.22-00	\$1,576		
		001-1601-525.23-08	\$39		
		001-1601-525.49-00	\$19,604		
		001-1601-525.23-00	\$81		
		001-1601-525.22-01	\$6,526		
		001-1601-525.23-07	\$220		
		001-1601-525.23-09	\$85		
		001-1601-525.24-00	\$336		
		001-1601-525.23-04	\$5,987		
		001-1601-525.46-02	\$8,279		
		001-1601-525.12-00	\$184,714		
		001-1601-525.21-00	\$13,499		
1	Total Budget Amendments/Transfers	Division 1601 Total		\$241,013	
1805 - CITY CLERK					
1805 - CITY CLERK	11/30/2024	001-1805-513.56-15	\$288	7) NEXT REQUEST SOFTWARE OCT-NOV CLEANUP	876
		001-1805-513.52-00	(\$288)		
1	Total Budget Amendments/Transfers	Division 1805 Total		\$0	
1905 - ECONOMIC DEVELOPMENT					
1905 - ECONOMIC	01/14/2025	001-1905-559.83-11	\$22,500	COCOA UPSTART PROGRAM	1594

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 1/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
DEVELOPMENT				RESOLUTION# 2025-002	
1	Total Budget Amendments/Transfers		Division 1905 Total		\$22,500
1906 - COMMUNICATION/GRANTS					
1906 - COMMUNICATION/GRANTS	01/03/2025	001-1906-513.23-04	(\$300)	DECEMBER CLEANUP 6) VERIZON PO# 83088	1525
1	Total Budget Amendments/Transfers		Division 1906 Total		(\$300)
1990 - LEISURE SERVICES					
1990 - LEISURE SERVICES	01/03/2025	001-1990-574.41-00	\$300	DECEMBER CLEANUP 6) VERIZON PO# 83088	1525
1	Total Budget Amendments/Transfers		Division 1990 Total		\$300
2100 - POLICE ADMIN/OPERATIONS					
2100 - POLICE ADMIN/OPERATIONS	11/12/2024	001-2100-521.52-38	\$416	ENC/BUDADJ	399
		001-2100-521.46-02	\$20,125		
		001-2100-521.56-15	\$11,250		
		001-2100-521.64-00	\$117,383		
	11/20/2024	001-2100-521.52-40	\$26,526	FY25 BPV GRANT RESOLUTION# 2024-104	665
		001-2100-521.52-00	(\$26,526)		
	11/30/2024	001-2100-521.55-00	\$3,800	1) CODC CLASS OCT-NOV CLEANUP	876
		001-2100-521.40-00	(\$3,800)		
		001-2100-521.14-00	\$0		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 1/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2100 - POLICE ADMIN/OPERATIONS	11/30/2024			CLEANUP	
		001-2100-521.41-00	\$0	4) COMMAND POST AIR CARDS OCT-NOV CLEANUP	876
	12/10/2024	001-2100-521.64-00	\$13,653	CAPITAL ROLL RESOLUTION# 2024-112	1017
		001-2100-521.14-00	\$5,000		
	01/03/2025	001-2100-521.56-15	\$0	DECEMBER CLEANUP 3) FLOCK PROJECT PO#83242	1525
		001-2100-521.46-03	(\$2,020)	DECEMBER CLEANUP 7) PD VEHICLE REPAIRS	1525
		001-2100-521.49-00	\$2,020		
	01/14/2025	001-2100-521.64-00	(\$60,958)	REPLENISH ANNUAL PAVING CLERK'S JOURNAL 1.14.25	1593
	01/21/2025	001-2100-521.14-00	\$14,000	ACCEPT FY25 JAG GRANT RESOLUTION# 2025-003	1592
		001-2100-521.48-01	\$1,653		
	01/28/2025	001-2100-521.64-00	(\$65,000)	UNDO FY25 BUDGET ESTIMATE PD REPLACEMENT VEHICLE	1774
		001-2100-521.64-00	(\$192,652)	UNDO FY25 BUDGET ESTIMATE PD 29 PORTABLE RADIOS	1774
		001-2100-521.64-00	(\$405,551)	UNDO FY25 BUDGET ESTIMATE PD 50 MOBILE RADIOS	1774
	01/31/2025	001-2100-521.64-00	\$62,070	2024 BOA LEASE BUDGET PD REPLACEMENT VEHICLE	1776
	9	Total Budget Amendments/Transfers	Division 2100 Total		(\$478,611)
2101 - POLICE COMMUNICATIONS					
2101 - POLICE	11/12/2024	001-2101-521.56-15	\$57,600	ENC/BUDADJ	399

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 1/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
COMMUNICATIONS	01/03/2025	001-2101-521.12-00	(\$75,000)	DECEMBER CLEANUP 1) COVER OTHER PD WAGES	1525
		001-2101-521.13-00	\$75,000		
		001-2101-521.23-04	(\$23,836)	DECEMBER CLEANUP 1) PD INTENT TO RETIRE	1525
		001-2101-521.12-12	\$23,836		
	01/31/2025	001-2101-521.64-00	\$192,667	2024 BOA LEASE BUDGET PD 29 PORTABLE RADIOS	1776
		001-2101-521.64-00	\$405,615	2024 BOA LEASE BUDGET PD 50 MOBILE RADIOS	1776

3	Total Budget Amendments/Transfers	Division 2101 Total		\$655,882	
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2132 - CODE ENFORCEMENT

2132 - CODE ENFORCEMENT	11/30/2024	001-2132-524.41-00	\$1,440	12) CODE ENFORCE AIRCARDS OCT-NOV CLEANUP	876
		001-2132-524.49-00	(\$1,440)		

1	Total Budget Amendments/Transfers	Division 2132 Total		\$0	
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2200 - FIRE ADMINISTRATION

2200 - FIRE ADMINISTRATION	11/12/2024	001-2200-522.52-02	\$2,500	ENC/BUDADJ	399
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1	Total Budget Amendments/Transfers	Division 2200 Total		\$2,500	
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2201 - FIRE OPERATIONS

2201 - FIRE OPERATIONS	11/12/2024	001-2201-522.52-02	\$27,085	ENC/BUDADJ	399
		001-2201-522.52-05	\$4,786		
		001-2201-522.34-00	\$16,000		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 1/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2201 - FIRE OPERATIONS	11/12/2024	001-2201-522.64-00	\$1,500,000	ENC/BUDADJ	399
		001-2201-522.46-00	\$9,816		
	11/19/2024	001-2201-522.64-00	\$1,199,955	TEMP AFB PUMPER TRUCK RESOLUTION# 2024-105	664
	11/30/2024	001-2201-522.52-02	(\$295)	6) COMMUNICATIONS OCT-NOV CLEANUP	876
		001-2201-522.41-00	\$295		
	12/10/2024	001-2201-522.64-15	\$309,793	FIRE COMMUNICATIONS-DEBT RESOLUTION# 2024-113	1022
	01/28/2025	001-2201-522.64-15	(\$309,793)	UNDO FY25 BUDGET ESTIMATE FIRE COMMUNICATIONS	1778
		001-2201-522.64-00	(\$1,120,000)	UNDO FY25 BUDGET ESTIMATE FIRE ENGINE	1774
		001-2201-522.64-00	(\$1,199,955)	UNDO FY25 BUDGET ESTIMATE TEMP AFB FIRE ENGINE	1778
	01/31/2025	001-2201-522.64-15	\$309,793	2024 BOA LEASE BUDGET FIRE COMMUNICATIONS	1776
		001-2201-522.64-00	\$1,119,995	2024 BOA LEASE BUDGET FIRE ENGINE	1776
6	Total Budget Amendments/Transfers		Division 2201 Total		\$1,867,475

3200 - ADMINISTRATION

3200 - ADMINISTRATION	11/12/2024	001-3200-515.34-00	\$11,210	ENC/BUDADJ	399
		001-3200-515.46-04	\$130,560		
		001-3200-515.31-17	\$60,781		
		001-3200-515.31-16	\$4,204		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 1/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3200 - ADMINISTRATION	12/10/2024	001-3200-515.31-17	\$54	CAPITAL ROLL RESOLUTION# 2024-112	1017
		001-3200-515.61-00	\$241,379		
2	Total Budget Amendments/Transfers		Division 3200 Total		\$448,188
3500 - ADMINISTRATION					
3500 - ADMINISTRATION	11/30/2024	001-3500-519.41-00	\$1,000	10) VERIZON BILL OCT-NOV CLEANUP	876
	01/03/2025	001-3500-519.56-15	\$3,000	DECEMBER CLEANUP 9) IWORQ SOFTWARE	1525
2	Total Budget Amendments/Transfers		Division 3500 Total		\$4,000
3510 - STREET MANAGEMENT					
3510 - STREET MANAGEMENT	11/12/2024	001-3510-541.34-00	\$6,418	ENC/BUDADJ	399
		001-3510-541.63-00	\$11,363		
		001-3510-541.31-00	\$40,120		
		001-3510-541.46-00	\$74,998		
	11/30/2024	001-3510-541.41-00	(\$1,000)	10) VERIZON BILL OCT-NOV CLEANUP	876
	12/10/2024	001-3510-541.63-00	\$0	RANGE ROAD PAVING	1020
	01/03/2025	001-3510-541.46-00	(\$3,000)	DECEMBER CLEANUP 9) IWORQ SOFTWARE	1525
	01/14/2025	001-3510-541.63-00	\$107,331	REPLENISH ANNUAL PAVING CLERK'S JOURNAL 1.14.25	1593
	01/28/2025	001-3510-541.64-00	(\$126,000)	UNDO FY25 BUDGET ESTIMATE PW REPLACEMENT FLATBED	1774
	01/31/2025	001-3510-541.64-00	\$132,885	2024 BOA LEASE BUDGET PW	1776

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 1/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3510 - STREET MANAGEMENT				REPLACEMENT FLATBED	
7	Total Budget Amendments/Transfers	Division 3510 Total			\$243,115
3520 - PARKS & BEAUTIFICATION					
3520 - PARKS & BEAUTIFICATION	11/12/2024	001-3520-572.64-00	\$46,373	ENC/BUDADJ	399
		001-3520-572.63-07	\$1,512,525		
	11/30/2024	001-3520-572.34-09	\$10,000	5) MOWING CONTRACTS OCT-NOV CLEANUP	876
		001-3520-572.46-00	(\$10,000)		
		001-3520-572.63-07	\$15,000	9) PICKLE BALL LIGHTS GEN OCT-NOV CLEANUP	876
		001-3520-572.63-00	(\$15,000)		
	12/10/2024	001-3520-572.63-07	\$348,201	CAPITAL ROLL RESOLUTION# 2024-112	1017
		001-3520-572.46-03	\$7,209		
	01/14/2025	001-3520-572.64-00	(\$46,373)	REPLENISH ANNUAL PAVING CLERK'S JOURNAL 1.14.25	1593
	01/28/2025	001-3520-572.64-00	(\$15,000)	UNDO FY25 BUDGET ESTIMATE PW BEATIFICATION MOWER	1774
		001-3520-572.64-00	(\$72,000)	UNDO FY25 BUDGET ESTIMATE PW REPLACEMENT GRAPPLE	1774
		001-3520-572.64-00	(\$67,000)	UNDO FY25 BUDGET ESTIMATE PW REPLACEMENT VEH#117	1774
		001-3520-572.64-00	(\$48,000)	UNDO FY25 BUDGET ESTIMATE PW REPLACEMENT VEH#136	1774
	01/30/2025	001-3520-572.34-00	\$211	EMERGENCY NONREIMBURSABLE RESOLUTION# 2025-005	1758

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 1/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3520 - PARKS & BEAUTIFICATION	01/30/2025	001-3520-572.31-03	\$6,540	EMERGENCY NONREIMBURSABLE RESOLUTION# 2025-005	1758
		001-3520-572.46-00	\$25,372		
	01/31/2025	001-3520-572.64-00	\$78,737	2024 BOA LEASE BUDGET PW REPLACEMENT GRAPPLE	1776
		001-3520-572.64-00	\$57,403	2024 BOA LEASE BUDGET PW REPLACEMENT VEH#117	1776
		001-3520-572.64-00	\$64,965	2024 BOA LEASE BUDGET PW REPLACEMENT VEH#136	1776

7	Total Budget Amendments/Transfers	Division 3520 Total		\$1,899,163
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3540 - PUBLIC WORKS- FLEET MAINT

3540 - PUBLIC WORKS- FLEET MAINT	11/12/2024	001-3540-519.64-00	\$173,227	ENC/BUDADJ	399
		001-3540-519.55-00	\$2,471		
	12/10/2024	001-3540-519.56-15	\$15,000	CAPITAL ROLL RESOLUTION# 2024-112	1017

2	Total Budget Amendments/Transfers	Division 3540 Total		\$190,698
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3560 - FACILITY MANAGEMENT

3560 - FACILITY MANAGEMENT	11/12/2024	001-3560-519.46-00	\$28,551	ENC/BUDADJ	399
		001-3560-519.46-02	\$8,802		
		001-3560-519.64-00	\$152,754		
		001-3560-519.56-15	\$14,772		
	11/30/2024	001-3560-519.46-00	(\$8,000)	9) PICKLE BALL LIGHTS GEN OCT-NOV CLEANUP	876
		001-3560-519.44-00	\$8,000		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 1/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment		Group Number
3560 - FACILITY MANAGEMENT	12/10/2024	001-3560-519.64-00	\$44,161	CAPITAL ROLL	RESOLUTION# 2024-112	1017
3	Total Budget Amendments/Transfers		Division 3560 Total		\$249,040	
3580 - CAPITAL PROJECTS MNGMT						
3580 - CAPITAL PROJECTS MNGMT	11/12/2024	001-3580-519.64-00	\$24,317	ENC/BUDADJ		399
	12/10/2024	001-3580-519.63-07	\$85,000	CAPITAL ROLL	RESOLUTION# 2024-112	1017
		001-3580-519.64-00	\$529,141			
2	Total Budget Amendments/Transfers		Division 3580 Total		\$638,458	
11	Total Budget Amendments/Transfers		GENERAL FUND		\$7,635,532	
3240 - HOUSING GRANTS						
3240 - HOUSING GRANTS	11/12/2024	104-3240-554.83-23	\$53,880	ENC/BUDADJ		399
1	Total Budget Amendments/Transfers		Division 3240 Total		\$53,880	
1	Total Budget Amendments/Transfers		BREVARD COUNTY HOME		\$53,880	
3240 - HOUSING GRANTS						
3240 - HOUSING GRANTS	11/12/2024	105-3240-554.83-00	\$3,575	ENC/BUDADJ		399
1	Total Budget Amendments/Transfers		Division 3240 Total		\$3,575	

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 1/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1	Total Budget	SHIP/COCOA	\$3,575		
	Amendments/Transfers	HOUSING TRUST			
3200 - ADMINISTRATION					
3200 - ADMINISTRATION	11/12/2024	107-3200-524.34-00	\$17,616	ENC/BUDADJ	399
1	Total Budget	Division 3200 Total	\$17,616		
	Amendments/Transfers				
1	Total Budget	BUILDING PERMITS	\$17,616		
	Amendments/Transfers				
3230 - CRA ADMIN/OPERATIONS					
3230 - CRA ADMIN/OPERATIONS	11/12/2024	110-3230-559.63-00	\$10,224	ENC/BUDADJ	399
		110-3230-559.64-15	\$27,855		
		110-3230-559.31-00	\$38,700		
	12/10/2024	110-3230-559.63-00	\$800,000	CAPITAL ROLL RESOLUTION# 2024-112	1017
		110-3230-559.64-00	\$23,993		
		110-3230-559.64-15	\$33,376		
		110-3230-559.63-07	\$4,501		
		110-3230-559.61-00	\$70,372		
	01/06/2025	110-3230-559.39-00	(\$89,319)	SHORE UP CCRA TIF REVENUE RESOLUTION# CCRA 2024-250	1596
3	Total Budget	Division 3230 Total	\$919,702		
	Amendments/Transfers				
3	Total Budget	CRA COCOA RDA	\$919,702		
	Amendments/Transfers				

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 1/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3230 - CRA ADMIN/OPERATIONS					
3230 - CRA ADMIN/OPERATIONS	11/12/2024	111-3230-559.31-00	\$38,700	ENC/BUDADJ	399
		111-3230-559.83-00	\$5,700		
		111-3230-559.64-15	\$8,591		
	12/10/2024	111-3230-559.64-15	\$2,097	CAPITAL ROLL RESOLUTION# 2024-112	1017
		111-3230-559.63-00	\$181,226		
	01/27/2025	111-3230-559.83-11	\$32,500	DSCRA UPSTART GRANT RES.# DSCRA 2025-039	1728
		111-3230-559.39-00	(\$47,735)	SHOREUP DSCRA TIF REVENUE RES.# DSCRA 2025-046	1731
3	Total Budget Amendments/Transfers		Division 3230 Total		\$221,079
3	Total Budget Amendments/Transfers		CRA DIAMOND SQUARE 626		\$221,079
1203 - INFORMATION TECHNOLOGY					
1203 - INFORMATION TECHNOLOGY	11/12/2024	130-1203-516.63-00	\$28,631	ENC/BUDADJ	399
	12/12/2024	130-1203-516.63-00	(\$6,604)	UNEMCUMBERED ARPA ROLL RESOLUTION# 2024-114	1021
2	Total Budget Amendments/Transfers		Division 1203 Total		\$22,027
1600 - GENERAL OPERATIONS					
1600 - GENERAL OPERATIONS	11/12/2024	130-1600-513.56-15	\$15,625	ENC/BUDADJ	399
	12/12/2024	130-1600-513.56-15	(\$12,721)	UNEMCUMBERED ARPA ROLL RESOLUTION# 2024-114	1021

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 1/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2	Total Budget Amendments/Transfers		Division 1600 Total		\$2,904
2100 - POLICE ADMIN/OPERATIONS					
2100 - POLICE ADMIN/OPERATIONS	11/12/2024	130-2100-521.64-00	\$234,766	ENC/BUDADJ	399
	12/12/2024	130-2100-521.64-00	\$9,234	UNEMCUMBERED ARPA ROLL RESOLUTION# 2024-114	1021
	12/23/2024	130-2100-521.64-00	\$56,341	ARPA REALLOCATION POLICE VEHICLE	1206
		130-2100-521.64-00	(\$9,234)	ARPA REALLOCATION REMAINDER - POLICE STRIPE	1206
3	Total Budget Amendments/Transfers		Division 2100 Total		\$291,107
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	12/12/2024	130-3240-554.83-92	\$0	UNEMCUMBERED ARPA ROLL RESOLUTION# 2024-114	1021
1	Total Budget Amendments/Transfers		Division 3240 Total		\$0
3520 - PARKS & BEAUTIFICATION					
3520 - PARKS & BEAUTIFICATION	12/23/2024	130-3520-572.64-00	\$46,373	ARPA REALLOCATION REPLACEMENT VEHICLE #148	1206
1	Total Budget Amendments/Transfers		Division 3520 Total		\$46,373
3560 - FACILITY MANAGEMENT					
3560 - FACILITY MANAGEMENT	12/12/2024	130-3560-519.64-00	\$131,295	UNEMCUMBERED ARPA ROLL RESOLUTION# 2024-114	1021
	12/23/2024	130-3560-519.64-00	(\$92,315)	ARPA REALLOCATION HOLDING PLACE	1206

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 1/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3560 - FACILITY MANAGEMENT	12/23/2024			- PO ROLL	
		130-3560-519.64-00	(\$1,165)	ARPA REALLOCATION REMAINDER - CITY AC UNITS	1206
2	Total Budget Amendments/Transfers	Division 3560 Total		\$37,815	
3580 - CAPITAL PROJECTS MNGMT					
3580 - CAPITAL PROJECTS MNGMT	12/12/2024	130-3580-572.63-00	\$0	UNEMCUMBERED ARPA ROLL RESOLUTION# 2024-114	1021
1	Total Budget Amendments/Transfers	Division 3580 Total		\$0	
3	Total Budget Amendments/Transfers	AMERICAN RESCUE PLAN FUND		\$400,226	
2100 - POLICE ADMIN/OPERATIONS					
2100 - POLICE ADMIN/OPERATIONS	10/14/2024	143-2100-521.52-00	\$6,825	EXPEND FEDERAL FORFEITURE RESOLUTION #: 24-096	123
1	Total Budget Amendments/Transfers	Division 2100 Total		\$6,825	
1	Total Budget Amendments/Transfers	FEDERAL FORFEITURE FUND		\$6,825	
1600 - GENERAL OPERATIONS					
1600 - GENERAL OPERATIONS	01/28/2025	201-1600-517.72-17	\$22,182	BOA LEASE DEBTSERVICE PMT	1777
		201-1600-517.71-16	\$46,000		
		201-1600-517.72-16	\$19,640		
		201-1600-517.71-17	\$99,000		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 1/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1600 - GENERAL OPERATIONS	01/28/2025	201-1600-517.71-00	(\$380,000)	UNDO FY25 INTERFUND TXFR ESTIMATED DEBT FINANCING	1775
1	Total Budget Amendments/Transfers	Division 1600 Total		(\$193,178)	
1	Total Budget Amendments/Transfers	DEBT SERVICE FUND		(\$193,178)	
3570 - STORMWATER UTILITY					
3570 - STORMWATER UTILITY	11/12/2024	303-3570-538.63-00	\$42,646	ENC/BUDADJ	399
		303-3570-538.63-73	\$1,667,960		
		303-3570-538.63-08	\$62,043		
		303-3570-538.63-73	(\$128,164)	RETAINAGE RES. #24-103 PO# 81782	666
		303-3570-538.63-00	(\$24,155)		
	12/10/2024	303-3570-538.63-08	\$8,715	CAPITAL ROLL RESOLUTION# 2024-112	1018
		303-3570-538.63-00	\$324,686		
2	Total Budget Amendments/Transfers	Division 3570 Total		\$1,953,731	
2	Total Budget Amendments/Transfers	FISKE BV CMPLT STRTSCAPE		\$1,953,731	
3580 - CAPITAL PROJECTS MNGMT					
3580 - CAPITAL PROJECTS MNGMT	11/12/2024	304-3580-572.63-00	\$133,724	ENC/BUDADJ	399
	12/10/2024	304-3580-572.63-00	\$2,020	CAPITAL ROLL RESOLUTION# 2024-112	1018
2	Total Budget Amendments/Transfers	Division 3580 Total		\$135,744	

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 1/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2	Total Budget Amendments/Transfers	T DOCKS / BREAKWATER	\$135,744		

4010 - WATER ADMINISTRATION

4010 - WATER ADMINISTRATION	10/08/2024	421-4010-536.31-00	(\$270,847)	TCR PROJECT TASK #2 RESOLUTION #: 24-097	122
	11/12/2024	421-4010-536.47-00	\$15,255	ENC/BUDADJ	399
		421-4010-536.31-00	\$15,270		
		421-4010-536.31-01	\$131,151		
	11/30/2024	421-4010-536.31-01	(\$8,551)	15) LEAD & COPPER MAILERS OCT-NOV CLEANUP	876
		421-4010-536.47-00	\$8,551		
		421-4010-536.41-00	\$13	8) SAT PHONE SERVICES OCT-NOV CLEANUP	876
		421-4010-536.31-00	(\$13)		
	12/10/2024	421-4010-581.91-24	\$26,260	VORTEX MANHOLE LINING RESOLUTION# 2024-111	1019
	01/03/2025	421-4010-536.31-00	\$1,910	DECEMBER CLEANUP 4) LAB AUDIT	1525
		421-4010-536.31-01	(\$1,910)		

5	Total Budget Amendments/Transfers	Division 4010 Total	(\$82,911)		
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4011 - EMERGENCY/DISASTER SVS

4011 - EMERGENCY/DISASTER SVS	01/30/2025	421-4011-525.23-07	\$87	MILTON REIMBURSABLE RESOLUTION# 2025-005	1758
		421-4011-525.24-00	\$83		
		421-4011-525.23-00	\$28		
		421-4011-525.21-00	\$4,802		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 1/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment		Group Number
4011 - EMERGENCY/DISASTER SVS	01/30/2025	421-4011-525.49-00	\$5,706	MILTON REIMBURSABLE RESOLUTION# 2025-005		1758
		421-4011-525.12-00	\$66,781			
		421-4011-525.23-04	\$2,345			
		421-4011-525.23-09	\$16			
		421-4011-525.23-08	\$87			
		421-4011-525.22-00	\$1,601			
1	Total Budget Amendments/Transfers	Division 4011 Total			\$81,536	
4020 - DYAL PLANT						
4020 - DYAL PLANT	10/08/2024	421-4020-536.31-27	\$270,847	TCR PROJECT TASK #2	RESOLUTION #: 24-097	122
	11/12/2024	421-4020-536.64-15	\$24,511	ENC/BUDADJ		399
		421-4020-536.52-09	\$7,388			
		421-4020-536.55-00	\$3,687			
		421-4020-536.31-03	\$11,622			
		421-4020-536.46-02	\$162,233			
		421-4020-536.34-00	\$7,000			
		421-4020-536.46-00	\$96,488			
		421-4020-536.56-15	\$12,207			
	01/03/2025	421-4020-536.31-03	\$8,000	DECEMBER CLEANUP 2) SWALE PROJECT SJRMWD		1525
		421-4020-536.46-00	(\$8,000)			
		421-4020-536.46-00	(\$500)	DECEMBER CLEANUP 8) REPLACE MGNT SHIRTS		1525
		421-4020-536.52-00	(\$1,200)			

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 1/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4020 - DYAL PLANT	01/03/2025	421-4020-536.52-02	\$1,200	DECEMBER CLEANUP 8) REPLACE MGNT SHIRTS	1525
		421-4020-536.42-00	\$500		
3	Total Budget Amendments/Transfers		Division 4020 Total		\$595,983
4025 - WATER FIELD OPERATIONS					
4025 - WATER FIELD OPERATIONS	11/12/2024	421-4025-536.46-00	\$255,060	ENC/BUDADJ	399
		421-4025-536.64-00	\$338,063		
	12/10/2024	421-4025-536.64-00	\$66,532	CAPITAL ROLL RESOLUTION# 2024-112	1018
2	Total Budget Amendments/Transfers		Division 4025 Total		\$659,655
4055 - ENGINEERING					
4055 - ENGINEERING	11/12/2024	421-4055-536.31-03	\$1,220,643	ENC/BUDADJ	399
		421-4055-536.63-00	\$774,587		
	11/30/2024	421-4055-536.46-00	\$165	2) ENG CANON SERVICES OCT-NOV CLEANUP	876
		421-4055-536.55-00	(\$165)		
	12/10/2024	421-4055-536.63-00	\$210,574	CAPITAL ROLL RESOLUTION# 2024-112	1018
3	Total Budget Amendments/Transfers		Division 4055 Total		\$2,205,804
4120 - SELLERS PLANT					
4120 - SELLERS PLANT	11/12/2024	421-4120-536.46-02	\$2,475	ENC/BUDADJ	399
		421-4120-536.46-00	\$17,429		
		421-4120-536.34-00	\$880		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 1/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4120 - SELLERS PLANT	11/12/2024	421-4120-536.63-00	\$45,243	ENC/BUDADJ	399
1	Total Budget Amendments/Transfers		Division 4120 Total	\$66,027	
4125 - SEWER FIELD OPERATIONS					
4125 - SEWER FIELD OPERATIONS	11/12/2024	421-4125-536.46-00	\$3,636	ENC/BUDADJ	399
	12/10/2024	421-4125-536.46-00	(\$26,260)	VORTEX MANHOLE LINING RESOLUTION# 2024-111	1019
2	Total Budget Amendments/Transfers		Division 4125 Total	(\$22,624)	
6	Total Budget Amendments/Transfers		WATER/SEWER FUND	\$3,503,470	
3570 - STORMWATER UTILITY					
3570 - STORMWATER UTILITY	11/12/2024	423-3570-538.31-00	\$600	ENC/BUDADJ	399
		423-3570-538.63-00	\$407,522		
		423-3570-538.63-73	\$214,165		
		423-3570-538.34-00	\$2		
		423-3570-538.52-00	\$1,659		
		423-3570-538.63-35	\$51,222		
		423-3570-538.63-00	(\$2,390)		
	423-3570-538.63-73	(\$12,947)			
	01/01/2025	423-3570-538.39-00	(\$7,790)	CURED IN PLACE PIPELINING CLERK'S JOURNAL 12.10.24	1591
		423-3570-538.63-00	\$7,790		
2	Total Budget		Division 3570 Total	\$659,833	

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 1/31/2025

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		\$659,833	
4020 - DYAL PLANT					
4020 - DYAL PLANT	11/12/2024	424-4020-536.63-00	\$163,559	ENC/BUDADJ	399
	12/10/2024	424-4020-536.63-00	\$1,580,747	CAPITAL ROLL RESOLUTION# 2024-112	1018
		424-4020-536.63-07	\$275,000		
		424-4020-536.62-00	\$75,000		
	01/03/2025	424-4020-536.64-00	\$0	DECEMBER CLEANUP 5) JOCKEY HIGH PUMPS	1525
3	Total Budget Amendments/Transfers	Division 4020 Total		\$2,094,306	
4025 - WATER FIELD OPERATIONS					
4025 - WATER FIELD OPERATIONS	01/28/2025	424-4025-536.63-63	\$1,200,000	PINEDA PHASE 2 GRANT -FED RESOLUTION# 2025-004	1759
		424-4025-536.63-64	\$135,000	PINEDA PHASE2 GRANT-STATE RESOLUTION# 2025-004	1759
1	Total Budget Amendments/Transfers	Division 4025 Total		\$1,335,000	
4055 - ENGINEERING					
4055 - ENGINEERING	11/12/2024	424-4055-536.63-08	\$13,610	ENC/BUDADJ	399
		424-4055-536.63-78	\$2,615,124		
		424-4055-536.63-00	\$11,829,709		
		424-4055-536.63-73	\$467,817		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 1/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment		Group Number
4055 - ENGINEERING	11/12/2024	424-4055-536.63-00	(\$42,550)	RETAINAGE RES. #24-103	PO# 80814	666
		424-4055-536.63-78	(\$53,236)	RETAINAGE RES. #24-103	PO# 81414	666
		424-4055-536.63-00	(\$188,524)			
		424-4055-536.63-73	(\$23,146)	RETAINAGE RES. #24-103	PO# 81782	666
		424-4055-536.63-00	(\$43,825)			
		424-4055-536.63-00	(\$16,747)	RETAINAGE RES. #24-103	PO# 82211	666
		424-4055-536.63-00	(\$61,442)	RETAINAGE RES. #24-103	PO# 82212	666
	11/30/2024	424-4055-536.63-00	\$0	3) CATALINA ISLE DR WM	OCT-NOV CLEANUP	876
	12/10/2024	424-4055-536.63-00	\$15,046,287	CAPITAL ROLL	RESOLUTION# 2024-112	1018
		424-4055-536.63-08	\$1,785			
3	Total Budget Amendments/Transfers		Division 4055 Total		\$29,544,862	
4120 - SELLERS PLANT						
4120 - SELLERS PLANT	11/12/2024	424-4120-536.63-00	\$49,446	ENC/BUDADJ		399
		424-4120-536.64-15	\$8,032			
	12/10/2024	424-4120-536.63-00	\$1,587,306	CAPITAL ROLL	RESOLUTION# 2024-112	1018
		424-4120-536.64-15	\$771,651			
2	Total Budget Amendments/Transfers		Division 4120 Total		\$2,416,435	
4125 - SEWER FIELD OPERATIONS						
4125 - SEWER FIELD OPERATIONS	11/12/2024	424-4125-536.63-00	\$179,709	ENC/BUDADJ		399
	12/10/2024	424-4125-536.63-00	\$26,260	VORTEX MANHOLE LINING		1019

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 1/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment		Group Number
4125 - SEWER FIELD OPERATIONS				RESOLUTION# 2024-111		
2	Total Budget Amendments/Transfers		Division 4125 Total		\$205,969	
5	Total Budget Amendments/Transfers		RENEWAL & REPLACE FUND		\$35,596,572	
4020 - DYAL PLANT						
4020 - DYAL PLANT	10/08/2024	427-4020-536.31-37	\$2,031,352	TCR PROJECT TASK #2	RESOLUTION #: 24-097	122
		427-4020-536.31-36	\$180,566			
		427-4020-536.31-35	\$677,117			
		427-4020-536.31-34	\$1,354,235			
	11/12/2024	427-4020-536.31-36	\$3,408		ENC/BUDADJ	399
		427-4020-536.31-37	\$38,332			
		427-4020-536.31-34	\$25,555			
		427-4020-536.31-35	\$12,778			
2	Total Budget Amendments/Transfers		Division 4020 Total		\$4,323,343	
2	Total Budget Amendments/Transfers		TCR/SJR PROJECT		\$4,323,343	
1801 - HUMAN RESOURCES						
1801 - HUMAN RESOURCES	11/12/2024	520-1801-513.31-00	\$12,043	ENC/BUDADJ		399
1	Total Budget Amendments/Transfers		Division 1801 Total		\$12,043	

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 1/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1	Total Budget Amendments/Transfers		WORKERS COMPENSATION FUND	\$12,043	
29 Transfers & Amendments Between Oct 2, 2024 and Jan 31, 2025					
FY 2025 Total Transfer & Amendments				\$55,249,993	
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: 02/14/2025

CITY COUNCIL AGENDA ITEM

Memo Date: February 14, 2025
Agenda Date: February 25, 2025
File ID: 2025-162
Prepared By: Monica Arsenault, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action: Informational Only.

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

- 3 Regular member vacancies
- 2 Alternate member vacancies

Code Enforcement Board

- 1 Alternate member vacancy

Planning and Zoning

- 1 Regular member vacancy

Police Advisory Board

- 3 Regular member vacancies

Sustainability Advisory Board

- 4 Regular member vacancies, 3 terms expiring 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: Additionally, special rules apply. Chs. 175 and 185, Fla. Stat.
- Cocoa Housing Authority: Additionally, special rules apply. Mayor appoints and Council approves per Ch. 421, Fla. Stat.

Application Process:

Interested residents can apply on the City of Cocoa's website at www.cocoafl.gov under Your Government> Boards and Committees> Vacancies.

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

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.

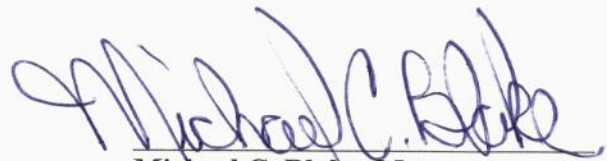
- c. The process of voting by ballot herein adopted supersedes the procedure for appointments of boards and committees established in Resolution 2013-99 of the City Council Rules of Procedure, Article XII, Section A.

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.

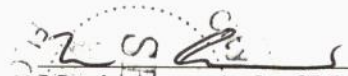
Section 4. **Severability.** If any section, subsection, sentence, clause, phrase, word, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding 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: February 14, 2025
Agenda Date: February 25, 2025
File ID: 2025-169
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Bi-Weekly Report for February 6 - February 20, 2025.

BACKGROUND:

N/A

PRIORITY AREA CONNECTION:

Community Outreach and Engagement
Organizational Effectiveness

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:



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: February 6 – 20, 2025

Subject: Council Update Report

This report is intended to serve as a departmental update to City Council. While not all inclusive, it should provide you with an idea of key activities departmental staff are involved in. If you have any questions on any of the items, please feel free to contact me.

Administrative Services

- Records request stats: 10 received/ 7 closed out - \$0 collected in fees
- Employment opportunities link: <https://www.governmentjobs.com/careers/cocoafl>
- New employees
 - Skyler Byrd – Maintenance Worker I, Utilities/Water Field Operations, February 18, 2025
 - Jared Delbene – Maintenance Worker I, Utilities/Water Field Operations, February 18, 2025
 - Scott Huizenga – Fleet Technician II, Public Works/Fleet, February 18, 2025
 - Patricia Kettler – Accounts Payable Clerk, Finance/General Accounting, February 18, 2025
- Recent promotions
 - Myja Shropshire – Utility Mechanic I, Utilities/Water Field Operations, February 3, 2025
 - Benjamin Erskine – Police Sergeant, Police/Administration, February 17, 2025
- Upcoming retirements
 - Jan Page – Receptionist, Utilities/Administration, February 28, 2025 (27 years of Service)

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Communication and Economic Development

- Media Stories:
 - [Cocoa considers cameras in historic cemetery that was vandalized](#)
 - ['Very disgusted:' Gravestone vandalized at historic Black cemetery in Florida](#)
 - [Vandalism at Cocoa Historic Black Cemetery](#)
 - [Vandals hit historic Black cemetery in Cocoa, spray paint burial site](#)
 - [Cocoa leaders make plan to protect historic Black cemetery after vandalism](#)
 - [Parts of historic Cocoa cemetery vandalized](#)
 - [Families furious after historic Black cemetery vandalized in Cocoa: 'Troublesome'](#)
 - [Space Coast Transportation Planning Organization awarded \\$4.9M federal grant](#)
 - [Police search for suspect after cemetery vandalized in Cocoa](#)
 - [Hilltop, a historic Black cemetery in Cocoa, is vandalized](#)
 - [Gravesite vandalized at historic Cocoa cemetery](#)
 - [Army Veteran, Former Corrections Sergeant Join Cocoa Police Department's Code Enforcement Team](#)
- New News Releases:
 - [Cocoa Fire Chief's Recognized with Prestigious Awards from Space Coast Fire Chief's Association](#)
 - [Applications now being accepted for the UpStart Cocoa Small Business Development Grant](#)
 - [For the 7th Yeat in a Row, Cocoa has Been Awarded the Distinguished Budget Presentation Award](#)
- Upcoming Events:
 - Cocoa's Arbor Day Plant Market and Trash Bash event, Saturday, April 5, 2025, 10am-2pm, Riverfront Park
- Social media/e-newsletter statistics
 - [Facebook](#)
 - Post reach: 11,211
 - Post engagement: 1,356
 - Followers: 16,683
 - [Twitter](#)
 - Followers: 3,619
 - [LinkedIn](#)
 - Post impressions: 1,544
 - Followers: 1,363
 - [NextDoor](#)
 - Impressions: 3,068
 - Members: 5,760
 - [January e-newsletter](#) (Sent 1/6/25)
 - Sent to 786 contacts
 - 50% open rate (average open rate for e-mail marketing in 2024 is 20%)

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- Next printed FYI Newsletter mails April 1, 2025.
- Upcoming special events at Leisure Services facilities:
 - **The Village Idiot Pub 5th Annual Idiolympics**
 - February 8, 2025, 12-3pm
 - Riverfront Park
 - **Historic Cocoa Village Main Street Valentines Day Sip and Stroll**
 - February 8, 2025, 5-9pm
 - Myrt Tharpe Square Gazebo
 - **2025 Cocoa Mardi Gras Festival in the Park**
 - February 22, 2025, 5-10:30pm
 - Riverfront Park
 - **Central Brevard County Humane Society Mardi Gras Paws in the Park**
 - February 23, 2025, 10a-3pm
 - Riverfront Park

Community Services – update 2/20/25

- New businesses –February 6-20, 2025

Commercial Business Name / DBA	Physical Address	# FT Employees	# Pt Employees	Council District	Description
Hidden Level Brewery, LLC	238 Peachtree Street, 32922	2	1	1	Micro Brewery & Tap Room
Community Veterinary Services (Pet IQ)	801 Dixon Blvd #100 32922	0	3	2	Vet services inside Tractor Supply 1 x monthly
Retro Gaming Museum LLC	1515 N Cocoa Blvd # 105 - 108	4	0	2	Retail Gift Shop Video Game Museum
S1 Retail Group LLC, DBA Pricemark	801 Dixon Blvd # 1102, 32922	8	2	2	Retail Discount Store
Home Business BTR	Physical Address	# FT Employees	# PT Employees	Council District	Description
Barrios Lawn & Landscaping LLC	1108 Cypress Lane, 32922	0	0	2	Landscaping

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Savage Joi, LLC	275 Dryden Circle, 32926	0	0	3	Entertainment Group for Hire
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February 6 – 20: building inspections – 199

February 6 – 20: building permits issued – 126

Finance

The accounting staff is working on completing the financial statements for audit. Audit staff is completing field work where they test transactions to ensure that the City employees are complying with policies & procedures.

Budget staff worked on the presentation for the City Council Priorities and Planning Special Meeting on 2-18-25.

Fire Department

- Staff traveled to Ohio (Sutphen factory) February 10-12 to perform final inspection. New engine is currently enroute to Florida this week.
- Strategic Plan has been published and staff is working to get it on the agenda for presentation in April after presenting to the City Manager and his approval.
- Total calls for service February 1 through 20th: 289 calls with 149 of those calls being calls for service for emergency medical assistance/transport.

Information Technology

- Project updates/highlights
 - Upgraded Hardware procured for CH Hosts
 - UCP Operational for deployment
 - Valencia College intern continues assignment in IT
- Helpdesk stats as of 9/20/2024
 - 151 open helpdesk tickets
 - 498 new tickets opened in last 30 days
 - 462 tickets closed/resolved in last 30 days
 - 5359 tickets opened in last 365 days

Police Department Updated 1/24/25-2/6/25

- Activity/Event highlights

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- Sworn in Officer Ortega on 1/30/25
- New project/training updates
 - 2 officers attended Crossing Guard Training 1/30
- Chief's walk highlights
 - District 1 near Derby St and Brevard St 2/5
- Community engagement highlights/events
 - Attending Boys and Girls Club meeting on 2/4/25
 - MLK Peace March 1/20/25
- Call stats-Crime Stats: January 1, 2025 - February 3, 2025 (For comparison purposes January 1, 2024-February 3, 2024, data is also included)
 - Property Crimes Offenses have decreased by 32%.
 - Violent Crime Offenses decreased by 40%
 - Overall, crime offenses have decreased by 34%.
- Code Enforcement stats/highlights/Activity:

Code Enforcement stats/highlights/Activity:

January 1, 2025-February 06, 2025

Active Cases	66
Complied Cases	15
Code Board Cases scheduled	6
Snipe Signs Pulled	78

Highlights:

- **Working on Outstanding Business Tax Receipts.**
- **Working on increased lien reduction requests as a result of compliance being achieved and PD Assist calls – public health/safety.**
- **Working to resolving Homeless camps & blighted vacant lots on US-1.**

Other Mention

- **Training new Code Officers.**

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- **Scheduled February 13, 2025, Code Enforcement Board Workshop**

Public Works

- Major project updates
 - Fiske and Broadmoor Acres – Under Construction
 - Lee Wenner Park Parking Lot Improvements Project – Under Construction
- Work order stats (received/closed)
 - 123 received
 - 109 closed
 - Residential Bulk Green Waste Requests This Period: 119
- Projects of interest managed by other agencies (FDOT, County, Brightline, etc.)
 - FDOT
 - SR 524 PD&E Study (437983-1) – In Progress
 - SR 501 Safety Project (447085-1) – Under Construction
 - SR 528 Widening and Reconstruction (407402-3) – In Design
 - SR 520 Safety Project Cox to Aurora (445689-1) - Under Construction
 - SR 520 Safety Project Aurora to Causeway (442885-1) - Under Construction
 - Brightline/FEC
 - SCTPO wrapping up the Intermodal Station Feasibility Study.
 - RCE Grant Application – 4 quadrant gates at W. Highland crossing – Submitted by SCTPO.

Utilities

- Capital Project Updates: <https://www.cocoafl.org/1660/Utilities-Capital-Improvement-Projects>
- Operations – September
 - WFO Issued Work Orders – 1,097
 - WFO Completed Work Orders – 970
 - Hydrants Flushed – 474
 - Valves Exercised – 13
 - Utility Locate Requests – 2,360
 - SFO Issued Work Orders – 121
 - SFO Completed Work Orders – 84

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