



**Agenda
City of Cocoa
Cocoa Community Redevelopment Agency
Regular Meeting**

**August 3, 2026
6:00 PM
65 Stone Street, Cocoa, FL 32922**

I. CALL TO ORDER

1. Invocation
2. Pledge of Allegiance
3. Roll Call

II. APPROVAL OF AGENDA AND MINUTES

1. Agenda: Regular Meeting of August 3, 2026.
2. Minutes: Special Meeting of June 23, 2026.

III. DELEGATIONS

IV. PRESENTATIONS

V. ACTION ITEMS

1. Request Agency approval of a Commercial Façade Improvement Program (CFIP) grant application for an amount not to exceed \$20,000 for the property located at 513 S Cocoa Blvd Ste D, Cocoa, FL 32922 and to authorize the City Manager to complete and execute a CFIP Agreement.
2. Approve Task Order 2026-16 for Kimley Horn under Continuing Services Agreement Q-23-01-COC-C2 in the amount of \$140,555 to complete the design of the T-Dock and authorize the City Manager to execute all necessary agreements/transactions.

VI. ATTORNEY'S REPORT

VII. UPDATES AND STAFF REPORTS

VIII. NEXT MEETING DATE - September 14, 2026 at 6:00 PM

IX. ADJOURNMENT

NOTICE TO THE PUBLIC:

This is a public meeting. All interested parties may attend. The facility wherein this meeting will

be held is accessible to the physically handicapped. Please be advised that more than one member of the City Council may attend.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that: if a person decides to appeal any decision made by this board 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 insure 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 allowed by law. This agenda is posted on the Municipal Bulletin Board and at the Central Brevard Library and Reference Center in Cocoa for public review.

COCOA REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: 12/18/2025
Agenda Date: 8/3/2026
Prepared By: Peyton Fink, Redevelopment Coordinator
Through: Charlene Neuterman, Community Services Director
Requested Action: Request Agency approval of the Agenda of Cocoa CRA meeting for August 3, 2026 as written or with amendments.

BACKGROUND:

Request Agency approval of the Agenda of Cocoa CRA meeting for August 3, 2026 as written or with amendments.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

PREVIOUS ACTION:

RECOMMENDED MOTION:

Request Agency approval of the Agenda of Cocoa CRA meeting for August 3, 2026 as written or with amendments.



**COCOA COMMUNITY REDEVELOPMENT AGENCY BOARD
REGULAR MEETING AGENDA**

DATE: Monday, August 3, 2026

LOCATION: Cocoa City Hall, 65 Stone Street

TIME: 6:00 p.m.

I. CALL TO ORDER
INVOCATION
PLEDGE OF ALLEGIANCE
ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES
AGENDA: Regular Meeting of August 3, 2026
MINUTES: Special Meeting of June 23, 2026

III. DELEGATIONS

IV. PRESENTATIONS

V. ACTION ITEMS

1. Request Agency approval of a Commercial Façade Improvement Program (CFIP) grant application for an amount not to exceed \$20,000 for the property located at 513 S Cocoa Blvd Ste D, Cocoa, FL 32922 and to authorize the City Manager to complete and execute a CFIP Agreement.
2. Approve Task Order 2026-16 for Kimley Horn under Continuing Services Agreement Q-23-01-COC-C2 to complete the design of the T-Dock and authorize the City Manager to execute all necessary agreements/transactions.

VI. ATTORNEY'S REPORT

VII. UPDATES AND STAFF REPORTS

VIII. NEXT MEETING DATE

The next meeting of the Cocoa Community Redevelopment Agency will be on **Monday, September 14, 2026 at 6:00 pm**, Cocoa, Florida.

IX. ADJOURNMENT

NOTICE TO THE PUBLIC:

This is a public meeting. All interested parties may attend. The facility wherein this meeting will be held is accessible to the physically handicapped. Please be advised that more than one member of the City Council may attend.

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COCOA REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: 12/18/2025
Agenda Date: 8/3/2026
Prepared By: Peyton Fink, Redevelopment Coordinator
Through: Charlene Neuterman, Community Services Director
Requested Action: Request Agency approval of the Minutes of the Cocoa CRA meeting for June 23, 2026 as written or with amendments.

BACKGROUND:

Request Agency approval of the Minutes of the Cocoa CRA meeting for June 23, 2026 as written or with amendments.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

PREVIOUS ACTION:

RECOMMENDED MOTION:

Request Agency approval of the Minutes of the Cocoa CRA meeting for June 23, 2026 as written or with amendments.

**MINUTES
COCOA CRA
June 23, 2026**

The Special Meeting of the Cocoa Community Redevelopment Agency was held on Tuesday, June 23, 2026, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. CALL TO ORDER:

Chairperson Blake called the meeting to order at 5:02 p.m.

INVOCATION: Agency Member Weeks led the assembly in Invocation.

PLEDGE OF ALLEGIANCE: Agency Member Koss led the assembly in the Pledge of Allegiance.

<u>PRESENT:</u>	Michael C. Blake	Chairperson
	Alex Goins	Vice Chairperson
	Patricia Weeks	Agency Member
	Lavander Hearn	Agency Member (Via Phone)
	Lorraine Koss	Agency Member
	Janne Etz	Agency Member
	Candace Rogers	Agency Member
	Anthony Garganese	Agency Attorney (Via Phone)
	Peyton Fink	Recording Secretary

ABSENT:

OTHER STAFF MEMBERS PRESENT:

City Manager Whitten, Community Services Director Neuterman, Community Services Manager Justiniano.

II. Approval of Agenda and Minutes:

Agenda: Special Meeting held on June 23, 2026, either as written or with amendments.

- * **MOTION by Agency Member WEEKS; Seconded by Agency Member ETZ to approve the Agenda for the Special meeting of June 23, 2026, as written.**

THE VOTE ON THE MOTION WAS:

AYES: BLAKE, ETZ, GOINS, HEARN, KOSS, ROGERS, WEEKS.

THE MOTION PASSED UNANIMOUSLY (7-0)

Minutes: Regular Meeting held on May 04, 2026, either as written or with amendments.

- * **MOTION by Agency Member WEEKS; Seconded by Agency Member ETZ to approve the Minutes for the Regular Meeting of May 04, 2026 as written.**

AYES: BLAKE, ETZ, GOINS, HEARN, KOSS, ROGERS, WEEKS.

THE MOTION PASSED UNANIMOUSLY (7-0)

II. DELEGATIONS:

1. Troy Stephan expressed interest in improving the beautification on the sidewalk east of 520 near Brevard Avenue and would be open to working with the city on this. He further stated that if there are grants or funds available then he will apply, but if he needs to do it himself then he will. The Chairperson suggested that he talk with the City Manager and staff to make sure that the right people are being met with.
2. Aleck Greenwood added to what Mr. Stephan stated. He has another plan for the downtown area which is to provide more planters on sidewalks to improve safety. In addition to this he wanted information on whether trees or landscaping could be added to the new parking area where the boats disembark.

III. PRESENTATIONS:

V. ACTION ITEMS:

1. Request Agency approval of the TIF Application for 430 Brevard Avenue, submitted by The Framework Group for a large-scale residential apartment development project.

Director Neuterman gave a description of this action item. She went into detail about the background of this project and how this seven-story mixed use development building will ultimately expand economic activity in Cocoa, increase property value, create more jobs, include up to 242 new units, support

local businesses, etc. This project will also reduce blight which goes hand-and-hand with the CRA Plan. No CRA funds will be dispersed unless and until the project generates the qualifying tax increment revenues and complies with the program requirements. Applicant is requesting a 90% TIF Reimbursement through the remainder of the Cocoa CRA's lifespan. The application has been reviewed, and staff are seeking agency approval.

The Chairperson wanted clarification on the timeframe for the allocation of TIF funds. The City Manager and Director Neuterman explained that the developer's portion of the ad valorem would be paid until the end of the Cocoa CRA, and it was noted that it is increment that they are creating via the project.

Director Neuterman went over a presentation regarding a condensed three-step process. Step one was a pre-application meeting which was to discuss the concept and requirements with staff and the City Manager. Step two is what we are on now and it is the preliminary application and determination, which means that the project needs to be brought to the CRA board for initial direction. Then step three is the final application and TIF Agreement. This step involves final documentation as well as the negotiation of incentive items and consideration of the draft agreement. Director Neuterman then discussed the negotiation process with the board members and shared that they may participate in negotiations and give direction to staff. Tonight, staff is recommending that the board approve step two so we can move onto step three and begin negotiations.

Two representatives from The Framework Group (Jessica Gow and Thomas Sexton) spoke about the project. Jessica Gow gave an overview of the project and shared that the company was initially requesting a 95% tax increment, but it is now 90%. She believes that tax increments are one of the most useful tools at a CRA's disposal as the incentive will not kick in until the project is fully constructed and the developer pays their taxes. She explained how TIF reimbursements work before discussing the economic impact of this project on the city. Jessica explained that the initial estimate for economic impact to the area is 35 million a year and there are certain requirements that the project will be required to meet. One of these requirements is to have 220-242 residential units. She then explained that the tax increment is 90% for ten years after completion of the project.

Agency Member Koss wondered how long it would take to build. Thomas Sexton responded that it would take approximately two years from the start of construction to finish. The project will start in 2028-2029 due to requirements that they must meet. Recovery is 10 years from the date on which the project is completed and meets its revenue requirements. Representatives from The Framework Group also met with the Cocoa Village Mainstreet and did a run-thru of the project to show potential road closure or events that may happen. No storefronts will be closed, but there will be partial sidewalk or partial road closures along with a traffic director. They would also maintain pedestrian foot

traffic. Agency Member Koss then wondered what would happen if the county were to do away with the CRA. The City Manager responded that since the Cocoa CRA was created prior to becoming a charter county, the county commission cannot do anything to it. Agency Member Koss then asked if exact numbers would be brought back, the City Manager responded that there are only estimates at the moment. Jessica Gow added that based on current state law the overall incentive over 10 years is just over \$6 million total which is over \$600,000 per year. She then mentioned that the rate on return is 6.25% that a traditional lender needs to support a project. The last four projects by this team have exceeded 6.25% With current incentives included we are currently at an estimated 6.23% so that 0.02% gap will be covered by the longstanding relationship that The Framework Groups has with its lenders. Without the incentive agreements they are well below the threshold.

The Chairperson asked for the amount that is required to be secured for closing. Jessica responded that the standard is 25% of overall construction costs which is about \$16-\$18 million. With the current capital stack, they have 41% equity.

Agency Member Etz expressed some concerns that she has with this project. One of her main concerns has to do with the TIF reimbursement being 10 years as it is almost the remainder of time that the CRA has left, while some of her other concerns had to do with how the project would affect businesses and parking. She also wondered if the project would die if step two were not approved tonight. Jessica Gow responded by saying that voting yes on this step is crucial as the lenders need to see it. She also explained that this project will raise the property value in Cocoa and bring in millions of dollars in economic impact. It was also pointed out that by raising the property value, the TIF from the county will go up. Agency Member Etz has a hard time balancing her thoughts on this, but she is not as opposed after hearing new information regarding the project. It was then stated by Jessica that it is estimated that 6 million dollars a year will be going straight to the business and restaurants. Agency Member Etz still has concerns, but she looks forward to seeing more specific information. Thomas Sexton then mentioned that one of the main things that they would like to do is incorporate the community and regular events into this project and they are committed to doing just that.

Agency Member Rogers likes redevelopment but would like to be reassured that we will bring in enough TIF to support residents. She also wondered if the internal rate of return is more important for the investors than the 6.23%. Jessica Gow pointed out that both are important but investors will need to see the 6.25%, she then shared out that the required ratio for investment is 7:1 and this project is currently at 15:1. There was then a discussion between Agency Member Rogers and staff regarding what we need to have in order to operate as we will be getting 10% of the TIF going forward. Director Neuterman explained that we look at the full tax rate of the CRA which would increase with

this project, meaning more revenue every year. The City Manager pointed out that this is about the increment and with this project we will be getting more out of the vacant building and property than we are right now. We would also get revenue increases from projects that come in as a result of the apartment complex being there. Agency Member Rogers then wondered if the TIF could be for an amount less than 90%, to which Jessica Gow responded that projects with lower percentages are typically in CRA's with shorter lifespans and this amount was agreed to at the meeting in July. It was then noted that a traffic study has not been conducted yet, but it will be as part of the site plan development.

Agency Member Weeks is in favor of this project. She understands the concerns about Whitley Bay, but it is possible that the residents of that building have lived there longer and may not frequent the village as much anymore. She further stated that we would get more with this project than we are currently receiving from the site, so she is looking forward to it.

Agency Member Koss stated that we are all in favor of the project, but she has concerns regarding costs. She also has concerns about infrastructure and wondered if staff had anticipated anything coming up. There were other concerns she addressed as well such as safety issues and the costs to citizens. The City Manager responded that there will be a traffic study and he is not sure where the board stands on the topic of having police in the village. All of this will be addressed when going through the site planning process. He also explained that the CRA stands on the tax increment baseline so the notion that they are not contributing to the general fund is incorrect because they are. The City Manager continued by saying that we will look at additional needs regardless of this project. Jessica added that under state law, utilities and roadways are the responsibility of the developer if they are required for the development.

Vice Chairperson Goins addressed two projects, which includes this apartment complex and the hotel. He noted that construction is always a heartburn and there are always fears associated with it. The Vice Chairperson further explained that Cocoa will go through changes, and it is scary, but he thinks that this project will make a huge difference in the downtown area. He pushed back at the claim people make regarding developers being in your pockets when without them our assets would not all be available. He also noted that business may need to adapt to possible changes by having a delivery service or another method to better suit residents. He is overall in favor of this project.

Chairperson Blake thanked the developers for answering questions and for clearing up confusion with the residents. He noted that Cocoa has prevailed in the past because of the proper balance, and he believes that this project will also prevail. The Chairperson is a firm believer that Brightline will bring a better look and will promote living in the future. He continued to speak highly of the

project and its potential impact on Cocoa before making a motion for the board to approve.

Agency Member Hearn welcomed this project and wondered if it would be appropriate to ask the developers to make some sort of small contribution to a CRA project. The Chairperson responded that these concerns may be addressed in the future.

- * **MOTION by Chairperson BLAKE Seconded by Agency Member WEEKS to approve proceeding to negotiate the final application and agreement pending receipt and/or review, and approval of the following items: Title, Five Years of Financials, and Evidence of TIF Incentive Necessity.**

AYES: BLAKE, ETZ, GOINS, HEARN, KOSS, ROGERS, WEEKS.

THE MOTION PASSED UNANIMOUSLY (7-0)

VI. ATTORNEY REPORT: None

VII. UPDATES AND STAFF REPORTS:

- The Agency Members agreed to cancel the July 6th Cocoa CRA meeting.
- Vice Chairperson Goins asked for an update on the progress of the Oleander parking lot, which Director Neuterman will be sending him.

VIII. NEXT MEETING DATE:

Monday, August 3, 2026, at 6:00 pm in the Council Chambers located in Cocoa City Hall, 65 Stone Street, Cocoa, Florida.

IX. ADJOURNMENT:

- * **MOTION by Agency Member WEEKS; Seconded by Vice Chairperson GOINS to adjourn the Special meeting of June 23, 2026.**

AYES: BLAKE, ETZ, GOINS, HEARN, KOSS, ROGERS, WEEKS.

THE MOTION PASSED UNANIMOUSLY (7-0)

The meeting adjourned at 6:27 p.m.

Michael C. Blake, Chairperson

Respectfully Submitted by:

Peyton Fink, Recording Secretary

COCOA REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: 07/06/2026
Agenda Date: 8/3/2026
Prepared By: Peyton Fink, Redevelopment Coordinator
Through: Charlene Neuterman, Community Services Director
Requested Action: Agency approval of a Commercial Façade Improvement Program (CFIP) grant application for an amount not to exceed \$20,000 for the property located at 513 S Cocoa Blvd Ste D, Cocoa, FL 32922 and to authorize the City Manager to complete and execute a CFIP Agreement.

BACKGROUND:

Michael Cerqua of DNGC Properties LLC, has submitted a Commercial Facade Improvement Program (CFIP) Grant application for an amount not to exceed \$20,000 for the property located at 513 S Cocoa Blvd Ste D, Cocoa, FL 32922.

Application Grant Request- \$20,000

Total Project Cost- \$40,769

The proposed renovation work includes the following:

- Pressure Washing
- Stucco Repair & Surface Preparation
- Exterior Painting
- Soffit Removal & Replacement
- Window & Door Trim Repair & Sealing
- Sign Pole Restoration & Painting
- Sidewalk & Wall Painting
- Fence Removal & Replacement
- Portions of Gutter Replaced & Repaired
- Downspout Replacement
- Front Landscaping & Tree Installation
- Cleanup & Miscellaneous Labor

Pursuant to Article II of the Commercial Facade Improvement Program Policy, the amount of any grant shall be determined at the Board's sole discretion based on the following factors:

1. The estimated value of the proposed private investment.
2. The extent that the private investment incorporates more primary improvements versus ancillary improvements such as building cleaning and painting.
3. The historical and cultural significance of the property.

4. The potential economic and fiscal impact of the proposed project on the City of Cocoa, and
5. Whether the applicant is a for-profit or non-profit entity.

Staff requests approval of the grant application for an amount not to exceed \$20,000. Upon approval, Staff will complete and the City Manager will execute a CFIP agreement with the applicant.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

Budgeted? Yes

Source/Use of Funds

<u>Account Number</u>	<u>Amount</u>
110-3230-559-83-00	\$20,000 NTE

PREVIOUS ACTION:

RECOMMENDED MOTION:

Agency approval of a Commercial Façade Improvement Program (CFIP) grant application for an amount not to exceed \$20,000 for the property located at 513 S Cocoa Blvd Ste D, Cocoa, FL 32922 and to authorize the City Manager to complete and execute a CFIP Agreement.



COMMERCIAL FAÇADE IMPROVEMENT PROGRAM GRANT APPLICATION

The Cocoa Community Redevelopment Agency (Cocoa CRA) sponsors a Commercial Façade Improvement Program (CFIP) to assist in the improvement of real property located in the Cocoa CRA Area. Matching grants of up to \$20,000 are available per commercial parcel/project to qualified applicants whose property is located in that portion of the Cocoa Redevelopment Area eligible for grant funding. **Applications must be submitted ONE MONTH in advance of each Cocoa CRA meeting.** The Cocoa CRA meets on the first Monday of each month.

Property Owner: DNYC Properties
Applicant Name: Michael Corgua
Phone Number: 321 6938946
Email Address: CCorgua23@yahoo.com
Mailing Address: 513 South Cocoa Blvd. Suite D Cocoa FL 32922
Property Address: ↑ SAME UNIT A-D
Business Name: PNYC Properties LLC

Description of planned improvements:

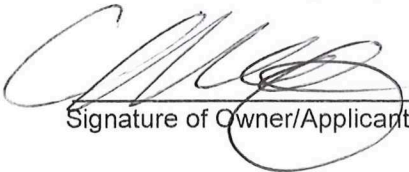
Add gutter repairs, plant (few trees to front
grass), flashing if needed, down spouts, paint, replace
soffit, fence, push out and put up, window door trim.
retinish sign repair

Total Project Cost: \$40,769.00

Grant Funds Requested: \$20,000

Applicant/Owner Certification

I hereby submit this application and required documents. I have read the CFIP Grant requirements. I understand that the project must be completed within one year from the date written approval is received, unless otherwise approved or extended. I understand that grant funds will be provided on a reimbursement basis once all work is complete. I agree to leave the completed project in its approved design and colors for a period of five years from the date of completion. I understand that this Agreement will contain a covenant running with the land that binds future successors to also maintain the improvements and failure to maintain the improvements shall be a breach of the covenant and will result in having to pay back the entire amount of the grant plus interest.


Signature of Owner/Applicant

6/20/20
Date

Application Requirements

1. Copy of Deed/Proof of Ownership
2. Copy of City local business tax receipt
3. Color Photographs/Slides of Current Condition
4. Site Survey (required ONLY in the case of landscaping improvements)
5. Estimates/quotes/bids for all costs associated with the project ("Sweat equity" hours will not be credited.)
6. Complete, written scope of rehabilitation work
7. Complete, written description of the projects ability to meet the design criteria for funding outlined on the third page of this application
8. Evidence (such as a letter from your banker) of available private funds to pay for the rehabilitation. (The Commercial Façade Program is a reimbursement program in which funds are paid to owners after receipts have been given to the city showing that all contractors and sub-contractors have been paid in full.)
9. Proof of insurance coverage (Please ask your insurance agent to send the Accord Form)

Program Guidelines

To be eligible to receive a grant, the applicant must:

- Own the subject property (property owners may designate a tenant as their agent, but the owner shall sign the CFIP Application);
- Own property in a commercially zoned area within the Cocoa CRA that is not used solely for residential purposes;
- Have a current City of Cocoa local business tax receipt or obtain one prior to reimbursement of funds;
- Be current on all property taxes and utility charges; and
- Own property suitable for façade improvement, as determined at the sole discretion of the Cocoa CRA.

The following applicants/properties are ineligible to receive a grant:

- Properties used solely for residential purposes, including multi-family and single-family residences. Vertically-mixed uses with a non-residential component are permitted at the discretion of the Board;
- Non-profit corporations, unless (i) a substantial portion of the property is used for commercial purposes and is subject to ad valorem taxation; or (2) the non-profit corporation's property is of historic or cultural significance in the City of Cocoa; and
- Owners of vacant land

Eligible and Ineligible Expenses

All improvements eligible for matching funds must be visible from the public right-of-way and must be intended to preserve and protect the structure or aesthetic integrity of the commercial building.

Eligible primary improvements for grant matching funds include:

- Façade rehabilitation
- Removal of deteriorated or undesirable exterior alterations
- Stucco restoration
- Replacement or reconstructive woodwork
- Replacement, repair, or restoration of cornices, eaves, parapets, or other architectural features
- New doors and windows
- Restoration of historically appropriate doors, windows, or building features

- Signs, awnings, and canopies
- Exterior lighting
- Entranceway modifications that improve the appearance or access to the commercial building
- Landscaping, including hardscaping around the perimeter of the property and irrigation if needed to support landscaping. Preference given to drought-tolerant trees and plants. Must be consistent with City of Cocoa Code.
- Fencing around the perimeter of the property (must be substantially visible from the right-of-way)

The following ancillary work may be eligible for matching funds only when performed in conjunction with a primary improvement:

- Building cleaning (non-sandblasting)
- Painting

Ineligible improvements include:

- New building construction or new building additions
- Roof repairs
- Interior improvements
- Portable signs, such as sandwich boards or A-frame signs
- Flags and banners
- Tables, chairs, and umbrellas
- Acquiring property
- Improvements completed prior to Application submittal
- Parking lot improvements
- Improvements that are not substantially visible from the public right-of-way

Application Process

The Application will be processed in the following manner:

1. The Community Services Department will review all filed Applications for completeness and will return any Application that is not deemed complete.
2. A site inspection must be scheduled by the City of Cocoa building inspector to determine if the building is suitable for the façade improvements proposed, i.e., that the building's current condition will support the improvements. The Applicant shall agree to provide access to the property for purposes of inspection.
3. The Community Services Department will evaluate all filed Applications in accordance with the above-described priorities and requirements of this Policy.
4. Completed and evaluated Applications will be scheduled for consideration by the Cocoa CRA
5. Applicants shall be present and prepared to discuss the proposed improvements.

W-9

Rev. March 2024)

Department of the Treasury
Internal Revenue Service**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.

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.) PNGC Properties LLC	
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)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
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. 513 South Cocoa Blvd. Suite A-D	Requester's name and address (optional)
6 City, state, and ZIP code Cocoa, FL 32922	
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

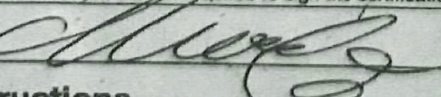
Employer identification number

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:

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

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

Sign Here	Signature of U.S. person 	Date 6/22/26
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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**

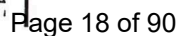
Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

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

LOT: 8





DIVISION of
CORPORATIONS
an official State of Florida website

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A grayter hand

[Events](#) **No Name History**

Detail by Entity Name

Florida Limited Liability Company
A GREAYTER HAND LLC

Filing Information

Document Number	L19000142416
FEI/EIN Number	84-2004297
Date Filed	05/28/2019
Effective Date	05/28/2019
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	04/09/2024

Principal Address

1248 Sandusky st SE
PALM BAY, FL 32909

Changed: 05/01/2025

Mailing Address

1248 Sandusky at SE
Palm Bay, FL 32909

Changed: 05/01/2025

Registered Agent Name & Address



A GREATER HAND HOME RENOVATIONS

Business Tax Receipt #: BR-17327

 Serving Brevard County, FL

 (321) 422-3480

 agreayterhandrenovations@gmail.com

COMMERCIAL EXTERIOR IMPROVEMENT PROPOSAL

Prepared For: DNGC Properties LLC (Michael Cerqua)

Project Address: 513 S. Cocoa Blvd., Suite A-D, Cocoa, FL 32922

Proposal Date: May 13, 2025

Proposal Amount: \$40,769

PROJECT SCOPE OF WORK

- Pressure wash building exterior and concrete surfaces.
- Perform stucco repairs and surface preparation.
- Complete exterior painting of building surfaces.
- Remove and replace damaged soffit sections.
- Repair, caulk, seal, and prepare window and door trim.
- Restore and repaint exterior sign poles.
- Paint designated sidewalks and exterior walls.
- Remove and replace fencing as required.
- Portions of gutter replaced and repaired.
- Replace downspouts.
- Install new landscaping and plant trees in the front of the building.
- Final cleanup, inspection, and project walkthrough.



DESIGN CRITERIA COMPLIANCE

This project is designed to meet the City of Cocoa Commercial Façade Improvement Program design criteria and enhance the overall appearance of the property in accordance with the City's desired architectural and aesthetic standards.

All improvements are intended to promote a high-quality, cohesive look that supports the revitalization of the Cocoa commercial corridor.

	DESCRIPTION	AMOUNT
1	Pressure Washing	\$2,487
2	Stucco Repair & Surface Preparation	\$4,363
3	Exterior Painting	\$11,291
4	Soffit Removal & Replacement	\$3,729
5	Window & Door Trim Repair & Sealing	\$2,167
6	Sign Pole Restoration & Painting	\$1,143
7	Sidewalk & Wall Painting	\$1,983
8	Fence Removal & Replacement	\$5,237
9	Portions of Gutter Replaced & Repaired	\$3,150
10	Downspout Replacement	\$950
11	Front Landscaping & Tree Installation	\$2,850
12	Cleanup & Miscellaneous Labor	\$1,519
	TOTAL CONTRACT PRICE	\$40,769

Thank you for the opportunity to provide this proposal. We appreciate the opportunity to enhance and revitalize the appearance of this commercial property.

ACCEPTANCE OF PROPOSAL

Owner/Authorized Representative: _____

Signature: _____

Date: _____

Accepted By: A Greater Hand Home Renovations

Authorized Signature: _____

Date: _____

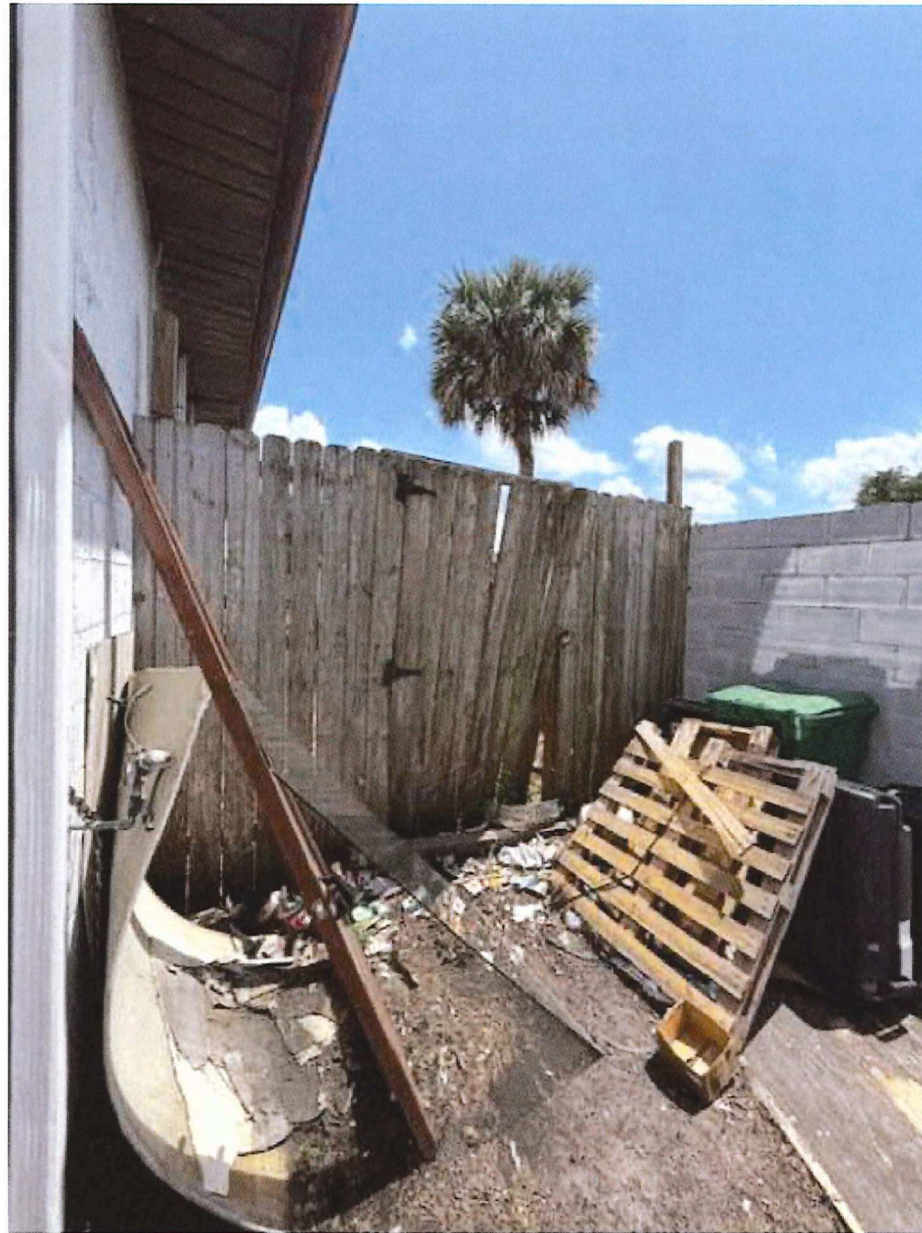




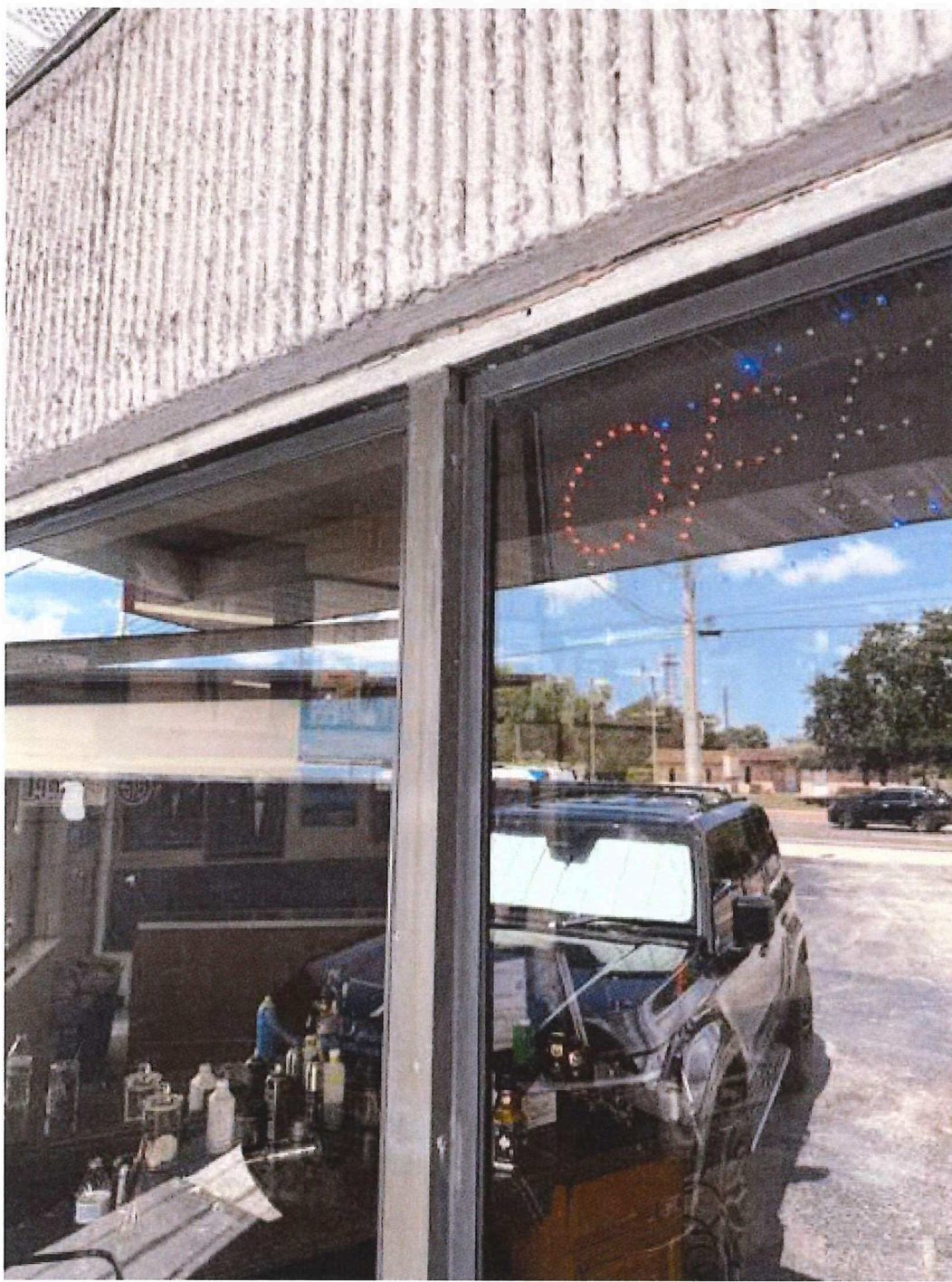




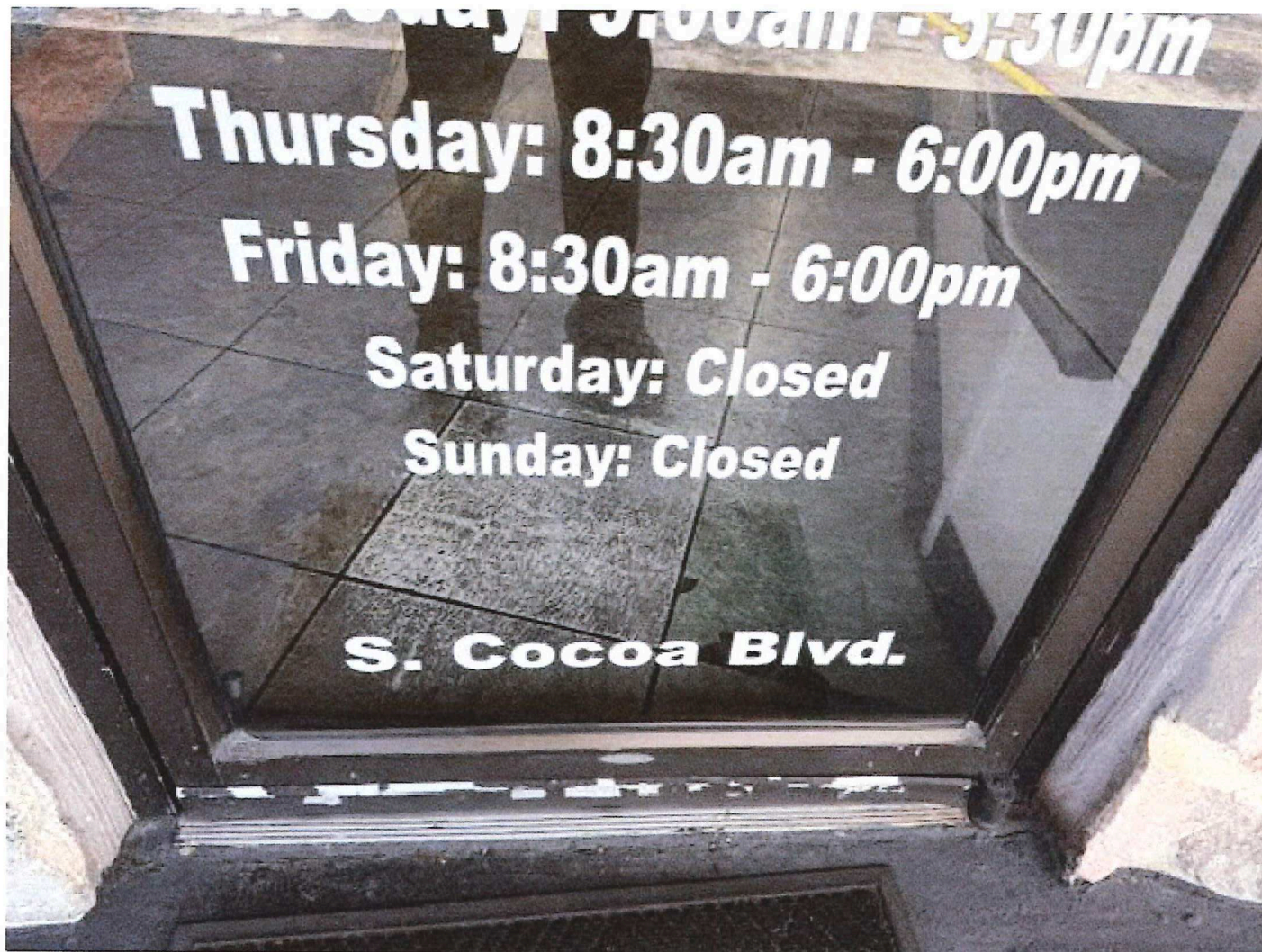


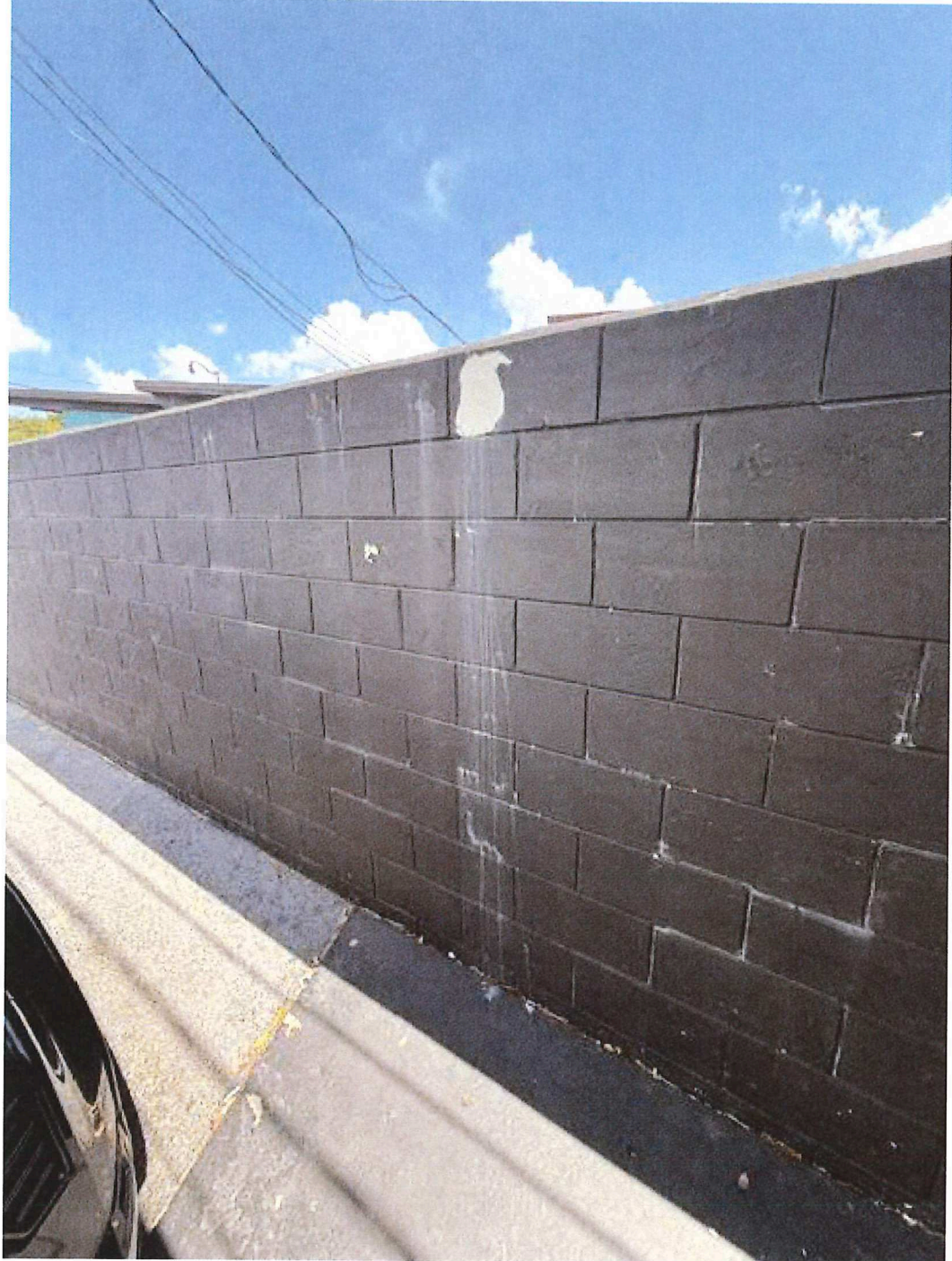






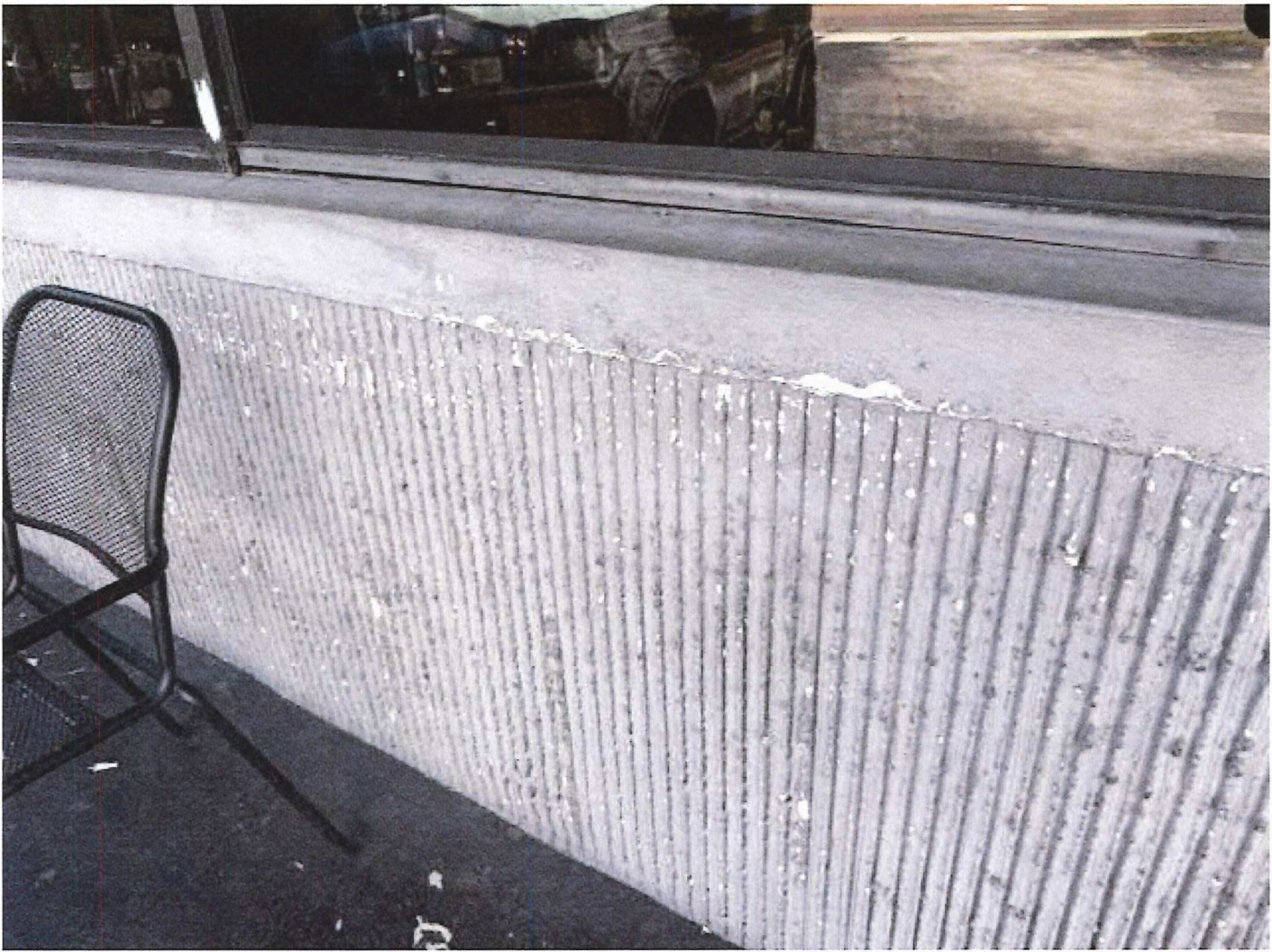




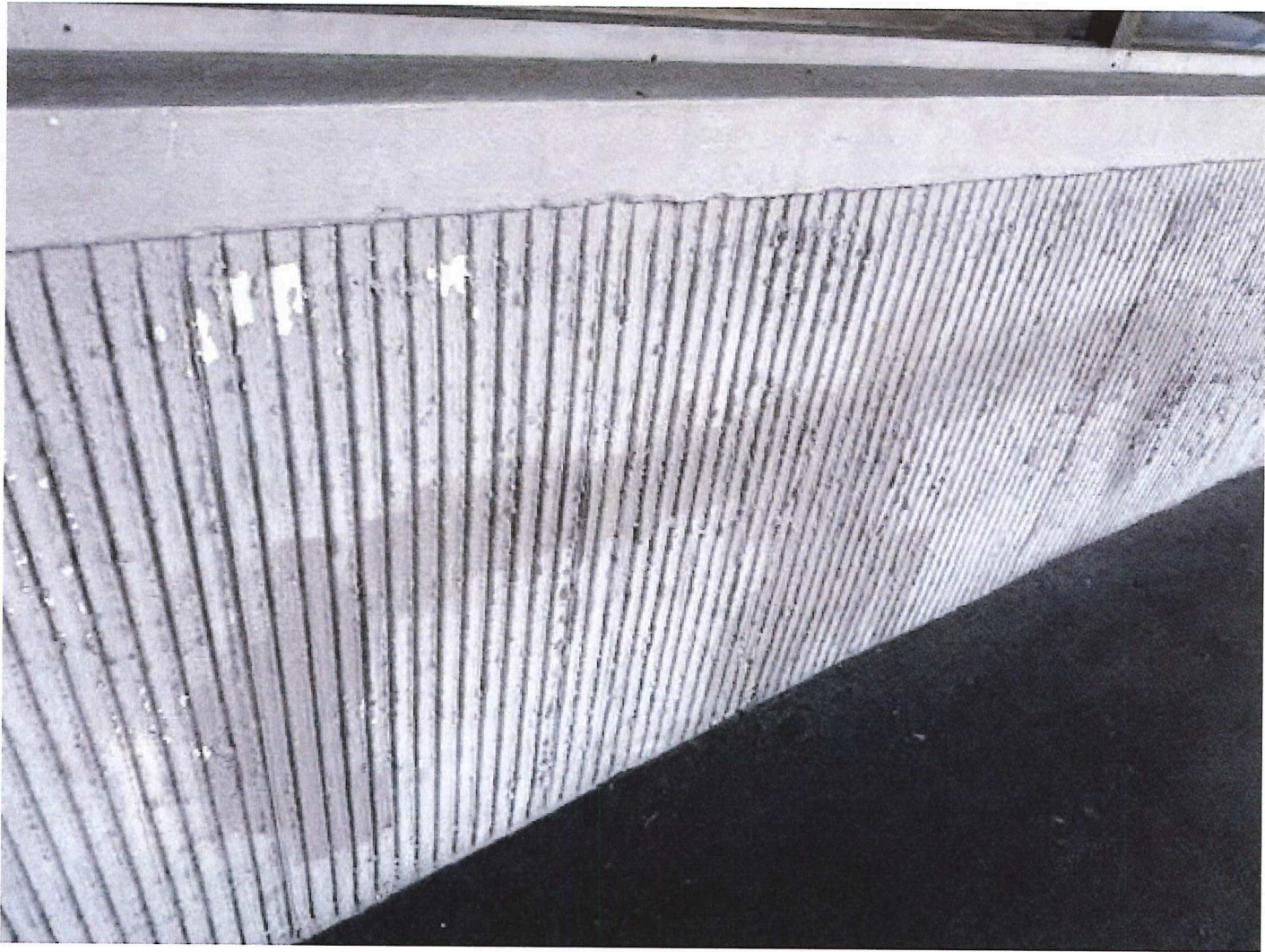








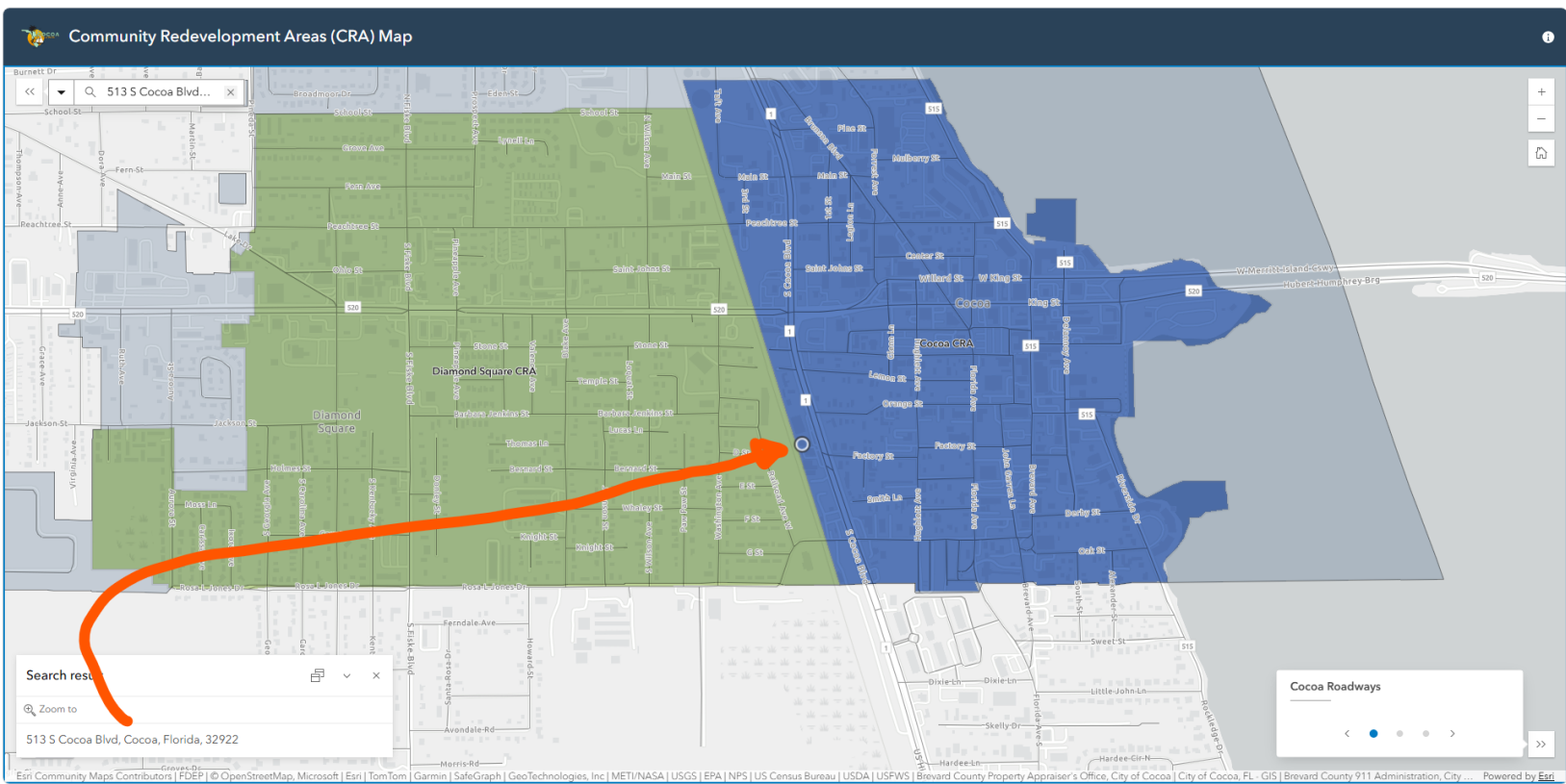












COCOA REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: 07/08/2026
Agenda Date: 8/3/2026
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action: Approve funding Task Order 2026-16 for Kimley Horn under Continuing Services Agreement Q-23-01-COC-C2 in the amount of \$140,555 to complete the design of the T-Dock and authorize the City Manager to execute all necessary agreements/transactions.

BACKGROUND:

On October 27, 2025, staff presented Agenda Item 2025-947 for the Agency to approve a task order not to exceed \$180,000 for the design of the T-Dock in Lee Wenner Park.

The Agency approved this not-to-exceed amount and authorized staff to return with the completed task order to begin the design. Staff engaged Kimley Horn under an existing continuing services agreement, Q-23-01-COC-C2 and received a proposal to complete the T-Dock design. Staff is requesting that the Agency fund Task Order 2026-16 in the amount of \$140,555 for Kimley Horn to complete the project. Once design is complete, staff will begin the construction phase of the project.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? Yes

Source/Use of Funds

<u>Account Number</u>	<u>Amount</u>
110-3230-559-63-07	\$140,555 Project CR26TD

PREVIOUS ACTION:

October 27, 2025 - Agenda 2025-947 - Approval of a task order not to exceed \$180,000 was approved by the Agency.

RECOMMENDED MOTION:

Approve funding Task Order 2026-16 for Kimley Horn under Continuing Services Agreement Q-23-01-COC-C2 in the amount of \$140,555 to complete the design of the T-Dock and authorize the City Manager to execute all necessary

agreements/transactions.

CONTINUING SERVICES AGREEMENT

General Civil Engineering

THIS CONTINUING SERVICES AGREEMENT ("Agreement") is made and entered into this 30th day of MARCH 2023, by and between the **City of Cocoa**, a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **Kimley-Horn and Associates, Inc.**, a North Carolina corporation authorized to do business in Florida ("Engineer"), whose principal address is 421 Fayetteville Street, Suite 600, Raleigh, NC 27601.

WITNESSETH:

WHEREAS, City desires to obtain engineering, design, and permitting services from time to time on an as-needed, task oriented basis; and

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

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

WHEREAS, Engineer is willing to provide such utility engineering services to the City under the terms and conditions stated herein.

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

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term for two (2) additional one (1) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

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

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

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Continuing Services Agreement, as may be amended from time to time, which shall constitute

authorization for the Engineer to provide the engineering services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

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

c. "Engineer" shall mean Kimley Horn, a North Carolina corporation, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Chapter 119, Florida Statutes.

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

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

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

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

2.0 DESCRIPTION OF SERVICES

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

consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City reserves the right, at its discretion, to consider the Task Proposal as part of a formal or informal competitive bid process before approving or disapproving any Task Proposal. The City will review the Task Proposal, along with any other task proposals submitted to the City by other contractors, and if the description cost and other details of the Task Proposal are deemed by the City to be in the City's best interests, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

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

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

2.3 The Engineer may be asked to perform any general civil engineering services. The Services shall include those identified in RFQ Q-23-01-COC, which is incorporated herein by this reference.

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

2.5 No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding the threshold in section 287.055, Florida Statutes, shall be the subject of a Task Order under this Agreement.

3.0 CHANGES IN THE SCOPE OF WORK

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

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

4.0 SCHEDULE

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

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

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

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

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

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

5.3 Witness Services. For witness or expert services rendered by Engineer's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the

Engineer or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order.

5.4 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

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

5.6 Errors and Deficiencies. Engineer shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Engineer's services provided under this Agreement.

5.7 Payment Offsets. To the extent that Engineer owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by Engineer.

5.8 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Engineer shall remain liable to the City in accordance with applicable law for all damages to the City caused by Engineer's 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 and any Task Order are accepted and assumed entirely by the Engineer, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Engineer shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. Engineer's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

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

5.11 Payment Adjustments. It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all

required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Engineer, the Engineer agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Engineer for any claims relating to the validity of a finding by the City of overpayment.

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

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

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

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 and Task Orders.

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

c. Automobile Liability. The Engineer shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000.00 per occurrence combined single limit for bodily injury, including wrongful death, and property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Engineer or by anyone directly or indirectly employed by the Engineer.

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

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City 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 and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered by professional engineers or consultants performing the same or similar services 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 or the applicable Task Order. Engineer shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the

services. The Engineer's designated representative shall have the authority to act on Engineer's behalf with respect to the Services. In addition, Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes, and regulations applicable to Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities at the time the Services are rendered. The Engineer represents 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 Task Orders. Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 2.2 herein, Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in any Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal to complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

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

13.0 GUARANTEE AGAINST INFRINGEMENT

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

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Engineer agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films,

photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Engineer related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Engineer. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Engineer are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

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

Engineer is required to and agrees to comply with public records laws. Engineer shall keep and maintain all public records required by the City to perform the services as agreed to herein. Engineer shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Engineer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Engineer shall transfer to the City, at no cost, all public records in possession of the Engineer, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Engineer shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Engineer of the request and the Engineer shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Engineer does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Engineer acknowledges that if the Engineer does not provide the public records to the City within a reasonable time, the Engineer may be subject to penalties under Section 119.10, Florida Statutes. The Engineer acknowledges that if a civil action is filed against the Engineer to compel production of public records relating to this Agreement, the court may assess and award against Engineer the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Engineer, be open and freely exhibited to the City for

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

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

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

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

15.0 ASSIGNMENT

15.1 Engineer shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of

City. Any subcontractors employed by Engineer for any Work required under this Agreement shall require prior written approval from the City, unless previously approved in the Task Order. Any attempt to assign or subcontract the responsibilities and payments under this Agreement without the express prior written consent of the City shall be grounds for termination of the Agreement.

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

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

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

16.0 INDEPENDENT CONTRACTOR

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

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

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

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

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

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

- d. Engineer has committed any act of fraud upon the City; or
- e. Engineer has made a material misrepresentation of fact to the City while performing its obligations under this Agreement; or
- f. Engineer has assigned this Agreement or any Task Order without the City's prior written consent.

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

17.3 In the event of such termination upon default and breach of this Agreement, any completed services performed by the Engineer under this Agreement shall, at the option of the City, become the City's property and the Engineer shall be entitled to receive equitable compensation for any work completed up to the date of termination to the satisfaction of the City. The Engineer, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement.

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

27.0 NO JOINT VENTURE

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

28.0 ATTORNEY'S FEES

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

29.0 COUNTERPARTS

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

30.0 DRAFTING

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

31.0 NOTICE

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

For Engineer:

Kimley Horn and Associates, Inc.
Attention: Kinan Husainy, P.E.
7341 Office Park Place
Suite 102
Melbourne, Florida 32940
(321) 225-0642 Phone

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, including any Task Order.

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

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:

ENGINEER:

CITY OF COCOA

KIMLEY-HORN AND ASSOCIATES, INC.

By: Michael C. Blake
Michael C. Blake
Mayor
Print Name/Title 3/30/2023

By: Kinan Husainy
KINAN HUSAINY / VICE PRESIDENT
Print Name/Title

ATTEST:

By: Carie Shealy
Carie Shealy, City Clerk

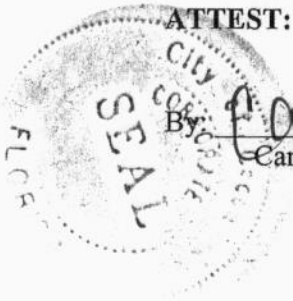


EXHIBIT A
Engineer's Rate Schedule

*City of Cocoa RFQ
Q-23-01-COC-C2*

***2023 PROFESSIONAL ENGINEERING SERVICES
BILLING RATES***

POSITION	HOURLY RATE
Senior Professional II	\$290.00
Senior Professional I	\$220.00
Professional	\$185.00
Analyst II	\$165.00
Analyst I	\$150.00
Senior Technical Support Staff	\$200.00
Technical Support Staff	\$135.00
Support Staff	\$90.00



4620 Lipscomb St NE, Suite 2
Palm Bay, FL 32905
321-914-3978

2023 Hourly Rate Schedule

Hourly Fee Schedule

Principal	\$160.00	Hour
Principal Surveyor	\$110.00	Hour
Professional Land Surveyor	\$95.00	Hour
Project Surveyor	\$85.00	Hour
Senior Field Representative	\$75.00	Hour
Senior CADD Technician	\$75.00	Hour
Technician	\$65.00	Hour
Field Representative	\$65.00	Hour
Survey Field Crew (2 man)	\$135.00	Hour
Survey Field Crew (3 man)	\$145.00	Hour
Clerical	\$50.00	Hour
Expert Witness Testimony	\$210.00	Hour
Court Appearances	\$210.00	Hour

HOURLY RATE SCHEDULE

Effective: August 9, 2022

Labor Categories

Expert Witness Depositions or Testifying in Court	\$300
Principal Engineer	\$240
Sr. Coastal Engineer	\$220
Project Manager/Engineer of Record	\$160
Engineer III	\$135
Engineer II	\$115
Engineer I	\$105
Senior Permit Specialist	\$140
Senior Coastal Ecologist	\$114
Coastal Management Specialist	\$116
Permit Specialist/CADD	\$105

Direct Expenses

Copies	\$.10/page
Mileage	\$.54/mile
Travel Expenses	Cost x 1.0
Subcontracted Expenses	Cost x 1.15
Other Direct Expenses	Cost x 1.15

Kimley-Horn
189 South Orange Ave. Suite
1000, Orlando, FL 32801
 Kinan.Husainy@kimley-horn.com

Fee Schedule Effective 2023 - 2025
Geotechnical, Inspections and Materials Testing Services

Professional & Technical Services	
Special (Threshold) Engineer	\$130.00 per hour
Principal Engineer/ Scientist	\$175.00 per hour
Registered Senior Engineer/Scientist	\$125.00 per hour
Senior Project Engineer/Scientist	\$95.00 per hour
Project Engineer/Scientist	\$85.00 per hour
Staff Engineer/Scientist	\$75.00 per hour
Threshold Inspector's Agent	\$70.00 per hour
Environmental Technician	\$85.00 per hour
Senior Engineering Technician	\$60.00 per hour
Engineering Technician	\$50.00 per hour
Draftsman/CAD	\$60.00 per hour
Technical Secretary	\$50.00 per hour
Certified Weld Inspector	\$90.00 per hour
NDT Technician	\$120.00 per hour

Drilling Services	
Mobilization/Demobilization (lump sum)	\$750.00
Standard Penetration Test Boring (per foot 0-50)	\$16.50
Standard Penetration Test Boring (per foot 50-100)	\$17.50
Standard Penetration Test Boring (per foot 100+)	\$1900
Piezometer (each) requires auger boring or SPT boring	\$30.00
Auger Boring (per foot)	\$15.00
Permanent well (per foot)	\$65.00
Hand Clearing (per hour)	\$120.00
Thin Walled Tube Sampling (each)	\$120.00
South Florida Percolation Test	\$400.00
Double Ring Infiltrometer	\$500.00

Asphalt Testing Services	
Extraction/Gradation Test	\$175.00
Marshall, Stability and Flow	\$100.00
In Place Density Test	\$30.00
Asphalt Cores (6" d or 4" d) (per inch)	\$24.00
Asphalt Core density and thickness (each)	\$24.00
Asphalt Plant Inspector (hour)	\$70.00
Asphalt Field Inspector (hour)	\$70.00
Sample pickup (if no other work is performed on site) (hour)	\$50.00

Concrete Testing Services	
Concrete Compression Test (set of 3 or 4) includes 1 hour max on site time per set, travel, slump, and temperature test (sample pickup not included if special trip is necessary)	\$120.00
Concrete Technician (hour) for standby time, additional testing or monitoring in excess of 1 hour on site	\$50.00
Concrete coring (per inch)	\$24.00
Concrete cylinder compression test (each) In excess of 4 cylinders per set	\$14.00
Concrete core compression test (each)	\$20.00
Floor Flatness Test with F-Meter (each)	\$500.00
Coarse Aggregate Sieve test (each)	\$65.00
Fine Aggregate Sieve test (each)	\$55.00
Specific Gravity and Absorption test (each)	\$50.00
Sample pickup (if no other work is performed on site) (hour)	\$50.00
CTQP Level I Concrete Inspector (hour)	\$55.00
CTQP Level II Concrete Inspector (hour)	\$70.00
Inspector (hour) For Reinforcing steel inspection	\$70.00
Slab Moisture Emission Test Kit (each)	\$25.00



Soil Testing Services	
Standard or Modified Proctor Test (each)	\$120.00
Limerock Bearing Ratio (LBR) Test (each)	\$280.00
Atterberg Limits (each)	\$50.00
Wash 200 Sieve analysis (each)	\$40.00
Full Soil Sieve with Wash (each)	\$55.00
Florida Bearing Ratio (FBV) (each)	\$70.00
Carbonates test (each)	\$120.00
Organic Content test (each)	\$40.00
pH test (each)*	\$40.00
Triaxial Permeability Test (each)	\$500.00
Falling/Constant Head Permeability Test with wash 200 sieve (each)	\$200.00
LA Abrasion Test (each)*	\$300.00
CTQP Earthwork I/II Inspector (hour)	\$60.00
Senior Engineering Technician (hour)	\$60.00
Sample pickup (if no other work is performed on site) (hour)	\$50.00
In-Place Density test (each)	\$30
FDR Asphalt Emulsion Mix Design (wet and dry)	\$500
Soil Cement Mix Design	\$500

Miscellaneous Services	
Subcontractor Services	Cost plus 15%
Asbestos Survey for Single Family Residence	\$1200
Phase 1 ESA for Single Family Residence	\$2000
Lead Paint XRF Survey for Single Family Residence	\$1200



Richard E. Hoaglin, P.E.
Universal Engineering Sciences, Inc.
Regional Manager



EXHIBIT B
RFQ Q-23-01-COC

EXHIBIT C
Engineer's Response to RFQ Q-23-01-COC

City of Cocoa Task Order #12

Lee Wenner Park T-Docks Replacement

Describing a specific agreement between Kimley-Horn and Associates, Inc. ("Kimley-Horn"), and the City of Cocoa ("City"), in accordance with the terms of the Continuing Services Agreement (Q-23-01-COC-C2) dated March 30, 2023

PROJECT UNDERSTANDING

The City of Cocoa is moving forward with replacing the hurricane-damaged T-docks at Lee Wenner Park. Kimley-Horn staff previously performed an assessment of the existing T-docks that were damaged by Hurricanes Milton and Helene. Based upon the assessment performed, the City indicated that it would prefer to replace the damaged dock with a new fixed dock, rather than repair the existing concrete floating dock system at Lee Wenner Park.

The City of Cocoa wishes to have a new T-Dock to replace the existing T-Dock with a fixed dock in the same as the existing permitted footprint. The City desires the new dock to match the material of the Day Docks that are being designed for replacement nearby. The City wishes for the top elevation of the new dock to be similar to the new Day Docks. The City would like an intracoastal cruiser to be the design vessel to be considered for the design of the new T-dock. The City is agreeable to possibly re-using the existing aluminum gangways if the gangways are deemed by Kimley-Horn staff to be salvageable and reusable. The City is pursuing FIND grants and has a target overall construction budget that was previously prepared with input from a local marine contractor. The new dock elevation will be fixed, the City is aware this may limit the accessibility of boats to reach the dock during low or high-water conditions. The City also would like the dock to be able to survive a low strength storm, but not necessarily a full hurricane or tropical storm, The City would look for Kimley-Horn to provide guidance on the basis of design for the dock.

The City will provide the signed and sealed geotechnical report completed under the Day Docks project for use in this design effort. No separate geotechnical work is included in this scope. Surveying will be limited to the area immediately adjacent to the existing T-docks, extending from the parking area to the shoreline. No upland boundary or easement surveys are included. Topographic and hydrographic data provided by the City or its contractors will be considered accurate and complete for the purposes of engineering design. The City will also provide a Coastal Conditions Analysis and Design Wave Assessment report completed by Taylor Engineering in 2024, which will identify key design parameters for this project. The scope of work for the Kimley-Horn design assumes there will be no breaking wave impact forces. The wave information provided in the Taylor engineering report will be used to derive depth-limited/fetch-limited waves for design purposes, which will be summarized in the basis of design memo. The design will be to a low tropical-storm level survival design, not a hurricane. No additional coastal conditions analysis or design wave assessments are included within this scope of services.

Under this Task Order, Kimley-Horn will perform engineering design services to support the future construction of a fixed dock system within the footprint of the previous floating docks. Services will include surveying, engineering design, permitting support, and preparation of final construction documents. Bidding services are not included within this task order but can be provided under a separate task order at the time of bid. Construction phase services has been requested to be included as an add alternate service. If initiated by the City, Kimley-Horn can provide the construction phase services noted within this task order.

SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Topographic Survey and Data Collection

Kimley-Horn will engage a Subconsultant to provide the below scope of services:

VolerGroup will provide all labor, equipment and resources necessary to provide the following scope of services.

Kimley-Horn staff will visually inspect and evaluate the existing aluminum gangways to determine if they are suitable to salvage and re-use these structures for the final design of the new T-Dock.

Survey Control

VolerGroup will establish horizontal and vertical control monuments at acceptable intervals to facilitate project engineering. Horizontal coordinates will be referenced to Florida State Plane, North American Datum of 1983 (NAD83). Elevations will be referenced to North American Vertical Datum of 1988 (NAVD88).

Topographic Survey (50-Grid and/or Cross Sections)

The Topographic Survey will include the horizontal location and elevation of all above ground improvements, utilities, and accessible gravity systems. The survey will be displayed at 1-foot contour intervals.

Mean Water Survey:

A Mean High Water Survey to establish the MHW, MLW, & MLLW will be conducted in accordance with the procedures outlined by the Bureau of Surveying and Mapping and will be based on the North American Vertical Datum (NAVD) of 1988. The survey will also gather information on mean lower low water to determine the max and min seasonal water elevations, to be taken into account for the basis of design and permitting of the new dock facilities.

Survey Deliverables

- Survey(s) in Civil 3D 2024
- Survey(s) in PDF(signed/sealed)

Printed hard copies will be billed at an additional cost.

Task 2 – Preliminary (Permit-Level) Engineering Design

Kimley-Horn will perform the following services as part of this task:

- Prepare a Basis of Design memo for the new dock design
 - o Review the design parameters identified in the Coastal Conditions Analysis and Design Wave Assessment Report completed by Taylor Engineering (2024) and provided by the City.
 - o The Basis of Design memo (BOD) will serve to explain the design assumptions, water elevations, and operational parameters to be considered for the design.
 - o The BOD will also summarizing the codes and standards to be used for the final design.
 - o The wave information provided in the Taylor engineering report will be used to derive depth-limited/fetch-limited waves for design purposes, which will be summarized in the basis of design memo. Kimley-Horn will recommend design conditions by selecting the governing design case from the provided Taylor Engineering criteria, with reference to applicable FEMA information as a consistency check.
 - o City to confirm the design conditions recommended by Kimley-Horn; Kimley-Horn will include this information in the BOD, which will be used for the final design.
- Develop permit-level engineering drawings incorporating:
 - o Site and dock layout based on topographic survey and proposed dock footprint
 - o General plan showing fixed dock location relative to shoreline features
 - o One or more typical dock cross-sections showing deck elevation, structural framing concept, pile spacing, and pile embedment assumptions
 - o Initial sizing assumptions for piles, beams, and decking based on wave loading from Coastal Conditions Analysis and geotechnical input, both provided by the City
 - o Concept-level tie-in at upland connection (e.g., gangway, platform)
 - o Draft general notes for construction sequence and permitting references
- Prepare a preliminary Opinion of Probable Construction Cost (OPCC) based on engineering judgment and recent bid data for similar waterfront structures. The OPCC will be suitable for budgeting and permitting documentation and will include appropriate contingencies.
- Submit preliminary drawings and OPCC to the City for review, followed by one (1) virtual meeting to review City comments prior to finalizing the permit submittal set.

The following plan sheets (in draft form) are anticipated at this stage:

1. Cover Sheet and General Notes
2. Overall Dock Layout Plan – showing alignment, footprint, connection to uplands
3. Dock Plan View – plan-level dimensions, piling locations
4. Typical Cross-Section(s) – deck profile, framing, guardrails (if included)
5. Typical Structural Detail(s) – conceptual pile cap/beam/deck system

These are not fully detailed construction drawings; rather, they are intended to support permitting and secure feedback from regulatory agencies before final design is completed under Task 4.

Task 3 – Environmental Permitting Support

Kimley-Horn will coordinate one (1) pre-application meeting with the following permitting agencies; St. Johns River Water Management District (SJRWMD) and U.S. Army Corps of Engineers (USACE). These pre-application meetings are anticipated to be virtual. Kimley-Horn will prepare meeting minutes from the pre-application meetings and send the minutes to the City.

Following agency feedback and City review comments (as noted in Task 2), Kimley-Horn will incorporate feedback into permit set and prepare and submit permit application packages for Environmental

Resource Permit (ERP), and Section 10/404 authorization. Kimley-Horn will respond to up to two (2) Request for Additional Information (RAI) per permit application is included, if needed.

Task 4 – Final Construction Drawings and Specifications

After addressing permit agency and City comments, Kimley-Horn will perform the following services:

- Refine structural design details based on input from permitting agencies, geotechnical recommendations, and City review. Design elements will include:
 - o Final pile sizing, embedment depth, and spacing
 - o Deck beam and slab concrete system design and detailing
 - o Structural connections
 - o Upland tie-in treatment, ADA-compliant access points if applicable
 - o Guardrails or safety features, if required
 - o Dock hardware mounting locations (cleats, fenders, utilities if applicable)
- Update plan set to final construction set, incorporating:
 - o City and agency review comments
 - o Final design wave loads and structural parameters identified in Coastal Conditions Analysis provided by the City
 - o All applicable standard details and construction sequencing notes
- Develop final specifications, including:
 - o General provisions and project requirements
 - o Technical specifications for marine-grade materials, treated timber, hardware, fasteners, and pile driving procedures
 - o Requirements for environmental protection during construction (e.g., turbidity barriers, dewatering, staging)
- Prepare and update final Opinion of Probable Construction Cost (OPCC) reflecting final quantities, detailing, and assumed contractor markup. Include a contingency percentage and clearly note that the OPCC is not a guarantee of actual construction costs.
- Provide a draft Schedule of Bid Items, structured for unit pricing and suitable for integration into City bid documents.
- Conduct a final design review meeting (virtual) with City staff to confirm readiness for bidding and address any remaining design questions.

Task 5 –Construction Phase Services (Add Alternate Item)

If initiated and approved in-writing by the City, Kimley-Horn will provide the below scope of services during construction, as noted in this add alternate task:

- Pre-Construction Meeting
 - o Kimley-Horn will attend a Pre-Construction Meeting with the City and selected Contractor prior to commencement of the Construction on site.
 - o Prior to the meeting, Kimley-Horn will prepare an agenda including, but not limited to, items for discussions such as project schedule requirements, payment requirements, and construction issues and milestones.
 - o Upon completion of the meeting, Kimley-Horn will prepare Pre-Construction meeting minutes and distribute to all meeting attendees.
- Progress Meetings
 - o Kimley-Horn will attend up to twelve (12) progress meetings (not including the Pre-Construction Meeting), either on-site or virtual, during the course of construction. Progress meetings are anticipated to be conducted monthly. It is anticipated construction will take approximately 12 months. If construction schedule surpasses 12 months and additional meetings are requested, or the frequency of progress meetings changes, it will be considered an additional service and can be performed at Kimley-Horn's hourly rate.

- Shop Drawing Reviews:
 - o Kimley-Horn will receive, log, review vs. plans and specifications, and check for completeness. If incomplete, Consultant will reject without review.
 - o Kimley-Horn will maintain the shop drawing log.
 - o Kimley-Horn will distribute accepted shop drawings to Kimley-Horn's reviewers and to the City's Project Manager.
 - Kimley-Horn will review the submittal for general compliance with the Contract Documents. Kimley-Horn will have two weeks to review. If additional time is required for an appropriate review due to the nature of the submittal, Kimley-Horn's Project Manager will contact the City's Project Manager.
 - o Once the City's Project Manager has reviewed the shop drawing, Kimley-Horn will compile the comments from various reviewers, stamp the shop drawing and send them to the Contractor, copying the City's Project Manager.
 - o Kimley-Horn's review time assumes a total of twenty (20) shop drawings or submittals.
 - Kimley-Horn will review each shop drawing up to two (2) times, which includes review after Contractor submittal prior to submittal to City Project Manager. Any additional reviews will be considered additional services.
- Request for Information (RFI's)
 - o Kimley-Horn will receive and log formal RFI's made by the City or Contractor. Consultant will distribute the RFI's to Kimley-Horn's responders and City's Project Manager.
 - o When required, Kimley-Horn will develop a technical response. Kimley-Horn will compile a response and send to the City's Project Manager and the Contractor.
 - o If required, a field visit to address a RFI would count towards the total number of site visits included in the scope of this task.
 - o Kimley-Horn assumed up to twenty (20) RFI's during the course of construction.
- Change Orders
 - o Kimley-Horn will review requested Change Orders, compile a draft response, and send to the City's Project Manager for their consideration and action.
 - This scope assumes up to five (5) change orders.
- Pay Applications
 - o Kimley-Horn will review up to twelve (12) pay requests. Kimley-Horn will review for completeness and reject if incomplete. Kimley-Horn will review the Contractor's redlines prior to recommending approval for any pay application, as well as the Contractor's updated schedule. Upon completion of the review, Consultant will sign and deliver electronically to the City.
 - Kimley-Horn assumes up to one (1) revision with associated coordination between City and Contractor for each pay request within this scope. Additional review and coordination efforts will be considered an additional service.
- Site Visits
 - o Kimley-Horn will conduct up to six (6) site visits, not including substantial completion or final completion site visits or established project meetings on site. It is assumed that the site visits will be timed to observe key construction milestones. Observations will be limited to spot checking, selective measurement, and similar methods of general observation to evaluate if the Contractor's work generally proceeding in accordance with the Contract Documents. The site visits are not to be considered inspection services.
- Substantial Completion
 - o Kimley-Horn will complete one (1) substantial completion walk through with the City's Project Manager. Kimley-Horn will collect issues or items of discussion that have accumulated through RFI's, change orders, etc. to develop the draft punch list. Kimley-Horn will review the Contractor's red-lines at the substantial completion walk through visits and send substantial completion notification (and list of deficiencies) to the City's Project Manager.

- As-Built Drawing Review
 - o Kimley-Horn will receive the Contractor's as-built drawings, certified by the Contractor's surveyor and review for completeness and accuracy. Kimley-Horn will provide their comments to the City's Project Manager; the City's Project Manager will work with the Contractor to include the information required. The Contract is to provide certified as-built copies to Consultant and the City, along with a CAD file of the as-builts.
 - Kimley-Horn will complete up to two (2) reviews of the as-built drawings provided. Any additional reviews will be considered an additional service.
- Final Completion Tasks
 - o Kimley-Horn will attend one (1) final completion walk through with the City's Project Manager. Kimley-Horn will review draft punch-list from the substantial completion walk through, finalize and issue the final punch-list.
 - o Kimley-Horn will respond to Contractor's questions through the closeout/punch list process, assumed to be up to four (4) weeks. If closeout process is longer than 4 weeks, additional correspondence and coordination efforts will be considered an additional service. Kimley-Horn will provide final certification of all required permits and assist in permit close-out processes.
 - o Kimley-Horn will receive final pay applications, review for completeness and accuracy. Kimley-Horn will sign final pay application and City-provided finalization documents.

Please note, Kimley-Horn will not supervise, direct, or control contractor's work and will not have any authority to stop work or responsibility for the means, method, techniques, equipment choice and usage, schedules, or procedures of construction selected by contractor to comply with the laws. Kimley-Horn does not guarantee contractor's performance and has no responsibility for contractor's failure to perform in accordance with the contract documents and is not responsible for any duties assigned to it in the construction documents that are not expressly provided for in this agreement.

Deliverables -

The following documents and materials will be provided to the City of Cocoa as part of this Task Order:

- **Topographic and MHW/MLLW Survey** – Signed and sealed survey drawings in PDF and AutoCAD format documenting existing site conditions, including upland tie-in points and dock footprint.
- **Basis of Design Memo** – An engineering memo that explains the design assumptions for the design of the new dock.
- **Permit-Level Design Package** – Preliminary drawings showing layout, dock sections, and structural concepts; and a preliminary opinion of probable construction cost for permitting purposes.
- **Environmental Permit Submittals** – Complete permit application packages submitted to SJRWMD, FDEP, and USACE, including narrative forms, plans, and supporting documentation, with pre-application meeting minutes.
- **Final Design Package** – The final design package, including construction plans, technical specifications, a final opinion of probable cost and a schedule of bid items suitable for use in contractor procurement, will be provided in PDF format. The construction plans and technical specifications will be signed and sealed by a Florida Professional Engineer. All deliverables are electronic, no printed documents will be provided as part of this scope of work.

All deliverables will be transmitted digitally unless otherwise requested by the City. Printed hard copies can be provided at the City's request and may be billed as reimbursable expenses.

Information Provided by the City

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the City, or the City's consultants or representatives. The City shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Access to the site through any locked gates, fences or other obstacles
- Provide existing documentation, permits, or prior repair history if applicable
- Front end specifications.
- Advertisement of Bids.
- Payment of permit fees.
- Signatures on permit applications.
- Coastal Conditions Analysis and Design Wave Assessment completed by Taylor Engineering (2024).
- Geotechnical Report.

Assumptions and Limitations

This scope and associated fee are based on the following assumptions and limitations:

- The replacement dock system will be designed as fixed docks, located within the same general footprint as the previously existing floating docks at Lee Wenner Park.
- The City will provide the signed and sealed geotechnical report completed under the Day Docks project for use in this design effort. No separate geotechnical work is included in this scope.
- Surveying will be limited to the area immediately adjacent to the existing T-docks, extending from the parking area to the shoreline. No upland boundary or easement surveys are included.
- Topographic and hydrographic data provided by the City or its contractors will be considered accurate and complete for the purposes of engineering design.
- The City will provide a Coastal Conditions Analysis and Design Wave Assessment report completed by Taylor Engineering in 2024, which will identify key design parameters for this project. No additional coastal conditions analysis or design wave assessments are included within this scope of services. If additional wave assessment, analysis, modeling or calculations are required, they can be provided as an additional service through a separate proposal.
- Environmental permitting is assumed to require coordination with SJRWMD, FDEP, and USACE. This scope includes one round of RAI response per agency; additional responses will be considered additional services.
- Construction drawings will be developed to 100% completion based on input from permitting agencies.
- Bidding assistance or coordination beyond submittal of design documents are not included and may be added under a separate task order if needed.
- Construction phase services have been included as an add alternate service. If initiated and approved in-writing by the City, Kimley-Horn can provide the construction phase services noted within this task order. If not, construction phase services will not be performed and will be considered an additional service.
- Value engineering to explore other dock designs and materials (such as aluminum) are not included in this scope of work. If the City desires this scope of work, a separate proposal can be provided for these services.

Should any of these assumptions change or if additional agency requirements or unforeseen conditions arise, Kimley-Horn will notify the City and, if necessary, propose a modification to the scope and fee.

Exclusions and Additional Services

This scope does not include the following:

- Geotechnical investigations.
- Coastal Conditions Analysis.
- Design Wave Assessment and Calculations.
- Environmental Analysis/Assistance, including species assessments or wetland delineation.
- Bidding assistance.
- Mechanical, Plumbing and Fire Protection design services.
- Site lighting design/photometric plans.
- Survey work beyond the dock area.
- Site visits and meetings above those identified in the above scope of services.
- Construction phase services have been included as an add alternate service. If initiated by the City, Kimley-Horn can provide the construction phase services noted within this task order. If not, construction phase services will not be performed and will be considered an additional service.

Additional services, if required, will be performed only with written authorization and billed at Kimley-Horn's standard hourly rates.

SCHEDULE

Kimley-Horn will provide the services as expeditiously as possible to meet a mutually agreed upon schedule.

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BASIS OF COMPENSATION

Kimley-Horn will provide the services described in Tasks 1-4 for a lump sum fee of **\$97,485**. Task 5 is noted as an add alternate task and can be initiated upon the City's request. If initiated, Kimley-Horn will provide the services described in Task 5 for a lump sum fee of **\$43,070**. Services for this task order will not exceed a lump sum of **\$140,555**, in accordance with the terms and conditions of the Continuing Services Agreement between the City of Cocoa and Kimley-Horn, dated March 30, 2023.

TASKS	FEE
Task 1 – Topographic Survey and Data Collection	\$13,820
Task 2 – Preliminary (Permit-Level) Engineering Design	\$25,350
Task 3 – Environmental Permitting Support	\$21,565
Task 4 - Final Construction Drawings and Specifications	\$36,750
TOTAL LUMP SUM	\$97,485
Task 5 – Construction Phase Services (ADD ALTERNATE ITEM)	43,070
TOTAL WITH ALTERNATE TASK	\$140,555

Services provided under this Task Work Order will be invoiced on a monthly basis. All invoices will include a description of services provided.

In an effort to expedite invoices and reduce paper waste, Kimley-Horn submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

Please email all invoices to _____

ATTACHMENTS:

VolerGROUP Proposal

Table A: Man Hour Estimate



ACCEPTED:

THE CITY OF COCOA, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  KINAN HUSAINY

TITLE: _____

TITLE: SENIOR ASSOCIATE

DATE: _____

DATE: 3/26/26



March 6, 2026

LEE WENNER PARK SURVEY

To
Alyssa Colby
P.E.

Kimley-Horn
7341 Office Park Place,
Suite 102
Melbourne, FL 32940
321.335.6692

Proposal for Topographic Survey & MHW, MLW, & MLLW Study

Dear Alyssa,

We appreciate your consideration of L&S Diversified, LLC to provide professional surveying services for the above referenced project. Below we have outlined the scope of services, cost, and schedule for the project.

Project Understanding

Kimley-Horn, on behalf of the city of Cocoa, have requested surveying services to be completed at the Lee Wenner Park T-Docks. The survey will be used to aid in the remediation efforts of the existing docks, which have been damaged during a hurricane event.

The survey limits will span from the center of the parking lot to the waterway and the existing footprint of the floating dock. Refer to Exhibit 1 for the approximate project limits.

The scope of services for this project are as follows:

- Topographic Survey within the subject limits
- Mean Water Survey
 - Will established MHW, MLW, & MLLW
 - To be performed in accordance with the requirements outlined by Bureau of Surveying and Mapping.

Attachments and Exhibits

Exhibit 1 – Project Limits.PDF

Exhibit 2 – Fee Breakdown.PDF

SURVEYING SCOPE OF SERVICES

VolerGroup will provide all labor, equipment and resources necessary to provide the following scope of services.



Survey Control

VolerGroup will establish horizontal and vertical control monuments at acceptable intervals to facilitate project engineering. Horizontal coordinates will be referenced to Florida State Plane, North American Datum of 1983 (NAD83). Elevations will be referenced to North American Vertical Datum of 1988 (NAVD88).

Topographic Survey (50-Grid and/or Cross Sections)

The Topographic Survey will include the horizontal location and elevation of all above ground improvements, utilities, and accessible gravity systems.

The survey will be displayed at 1-foot contour intervals.

Mean Water Survey:

A Mean Water Survey to established the MHW, MLW, & MLLW will be conducted in accordance with the procedures outlined by the Bureau of Surveying and Mapping and will be based on the North American Vertical Datum (NAVD) of 1988.

Survey Deliverables

- Survey(s) in Civil 3D 2024
- Survey(s) in PDF

Printed hard copies will be billed at an additional cost.

PROPOSED COST

Task	Cost
Survey Control	\$2,104
Topographic Survey	\$7,676
Mean Water Survey	\$4,040
Total Estimated Cost	\$13,820



SCHEDULE

Task	Duration (Weeks)
Field	3
Office	2
QA/QC	1
Total Duration	6

It is anticipated that VolerGroup will begin work on the proposed scope of services within 10 days of receipt of your executed Notice to Proceed.

The proposed cost and schedule is valid for 45 days from the date submitted.

NOTES & EXCLUSIONS

If the client desires to change the proposed scope of services an additional fee will be negotiated.

Reimbursables such as shipping, printing, or overtime will be **Billed as an Extra Cost on a Time and Materials Basis**. L & S will request approval from the client for these services.

Public entity or jurisdictional agency fees are to be paid directly by the client. These fees include, but are not limited to, platting, impact, re-zoning, permitting, review and application fees. VolerGroup has no control over the procedures of public entities or jurisdictional agencies, and therefore, cannot guarantee timing and outcome of permits and entitlements.



Thank you for this opportunity and we look forward to working with you on this exciting new project. Should you have any questions, please do not hesitate to call.

Sincerely,
VolerGroup

Majdi Hamed

Majdi Hamed, El
Project Manager



Lee Wenner Park Survey

Topographic Survey



Legend

 Project Limits

Lee Wenner Park

Harrison St

872 1648 G TIDAL

872 1648 H TIDAL RESET



Exhibit 1

	Field Service Items									
volerGROUP	Survey Crew (1-2)		Survey Crew (3)		SUE Crew (1-2)		SUE Crew (3)			
	\$181.00		\$225.00		\$189.00		\$256.00			
Service Item	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Subtotal - Hours	Subtotal - Fee
Survey Control	8	\$1,448.00		\$0.00		\$0.00		\$0.00	8	\$1,448.00
Topographic Survey	24	\$4,344.00		\$0.00		\$0.00		\$0.00	24	\$4,344.00
Mean Water Survey	16	\$2,896.00		\$0.00		\$0.00		\$0.00	16	\$2,896.00
	48	\$8,688.00	0	\$0.00	0	\$0.00	0	\$0.00	48	\$8,688.00

	Office Service Items									
volerGROUP	Mapping Technician		PSM		Survey PM		SUE PM			
	\$97.00		\$234.00		\$134.00		\$205.00			
Service Item	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Subtotal - Hours	Subtotal - Fee
Survey Control	4	\$388.00		\$0.00	2	\$268.00		\$0.00	6	\$656.00
Topographic Survey	24	\$2,328.00	2	\$468.00	4	\$536.00		\$0.00	30	\$3,332.00
Mean Water Survey	8	\$776.00	1	\$234.00	1	\$134.00		\$0.00	10	\$1,144.00
	36	\$3,492.00	3	\$702.00	7	\$938.00	0	\$0.00	46	\$5,132.00

Total Fee	\$13,820.00
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Exhibit 2

TABLE A
COST ESTIMATE FOR SERVICES

PROJECT: Task Order #12 - Lee Wenner Park T-Docks Replacement
 CLIENT: City of Cocoa
 KHA PM: Desi Maldonado, P.E.

SHEET: 1 of 1
 DATE: 3/26/2026

		DIRECT LABOR (MAN-HOURS)										
		Senior Professional II	Senior Professional I	Professional	Analyst II	Analyst I	Senior Technical Support Staff	Technical Support Staff	Support Staff	MAN HOURS	SUB (\$)	LABOR TOTAL
Task	DESCRIPTION	\$290.00	\$220.00	\$185.00	\$165.00	\$150.00	\$200.00	\$135.00	\$90.00			
2.0	Preliminary (Permit-Level) Engineering Design											
		15		20	60		10	40		145.0		\$ 25,350
3.0	Environmental Permitting Support											
			16	30	55			20	8	129.0		\$ 21,565
4.0	Final Construction Drawings and Specifications											
		20		30	60		10	100		220.0		\$ 36,750
5.0	Construction Phase Services											
		32	44	88	42				10	216.0		\$ 43,070
		67	60	168	217	0	20	160	18	710.0		\$ 126,735

	Field Service Items									
volerGROUP	Survey Crew (1-2)		Survey Crew (3)		SUE Crew (1-2)		SUE Crew (3)			
	\$181.00		\$225.00		\$189.00		\$256.00			
Service Item	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Subtotal - Hours	Subtotal - Fee
Survey Control	8	\$1,448.00		\$0.00		\$0.00		\$0.00	8	\$1,448.00
Topographic Survey	24	\$4,344.00		\$0.00		\$0.00		\$0.00	24	\$4,344.00
Mean Water Survey	16	\$2,896.00		\$0.00		\$0.00		\$0.00	16	\$2,896.00
	48	\$8,688.00	0	\$0.00	0	\$0.00	0	\$0.00	48	\$8,688.00

	Office Service Items									
volerGROUP	Mapping Technician		PSM		Survey PM		SUE PM			
	\$97.00		\$234.00		\$134.00		\$205.00			
Service Item	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Subtotal - Hours	Subtotal - Fee
Survey Control	4	\$388.00		\$0.00	2	\$268.00		\$0.00	6	\$656.00
Topographic Survey	24	\$2,328.00	2	\$468.00	4	\$536.00		\$0.00	30	\$3,332.00
Mean Water Survey	8	\$776.00	1	\$234.00	1	\$134.00		\$0.00	10	\$1,144.00
	36	\$3,492.00	3	\$702.00	7	\$938.00	0	\$0.00	46	\$5,132.00

Total Fee	\$13,820.00
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Exhibit 2

Task Order Request Form

P-Form 2021.09 Revised
07/14/2023

Name of CSA (Continuing Service Agreement)

TASK ORDER NUMBER

Date: _____ City Bid Number: _____ AMOUNT: _____
Vendor Name: _____ Quote/Proposal Number: _____
Dept. Number/Division Name: _____
Project Name: _____ Project Number: _____

Please use this section only if you are revising the original task order, which will generate a change order.

AMENDMENT

Amendment to Original Task Order No. : _____ Requested Amendment Amount: _____
Original Task Order Amount: _____ Total Revised Amount including all Amendments: _____
Total number of Amendments including this one: _____

Scope of Services; Justification for Amendment

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

Requestor

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@cocoaf.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@cocoaf.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@cocoaf.org.
- 6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.