Agenda
City of Cocoa
Regular Meeting

August 11, 2026
6:00 PM
65 Stone Street, Cocoa, FL 32922

I. Opening Matters:

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

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of August 11, 2026.
2. Minutes: Special Meeting of May 19, 2026.
3. Minutes: Regular Meeting of May 26, 2026.

III. Awards and Presentations:

1. Proclamation recognizing August as "Florida Water Professionals Month".

IV. Delegations:

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

V. Consent Agenda:

1. Approve a Piggyback Construction Agreement in the amount of $161,690 based on Martin County contract RFQ2025-3682 with Lawrence Lee Construction Services, Inc. (LLCS) for the Garage Bay Demolition Project; Approve a Resolution Authorizing the City Manager to Approve and Execute

Change Orders in an Amount Not To Exceed $16,169 (10% of the Contract Amount) for a Total Project Cost of $177,859; Approve BAF # 26-083-T-UT Utilizing Water/Sewer Contingency Budget to Provide Funding for Construction Services from LLCS. Authorize City Manager to Execute all related contract documents and purchase orders.

2. Authorize a Piggyback Construction Agreement in the amount of $235,500 based on Martin County contract RFQ2025-3682 with Lawrence Lee Construction Services, Inc. (LLCS) for the Booster Station Demolition Project; Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $23,550 (10% of the Contract Amount) for a Total Project Cost of $259,050; Approve BAF # 26-081-T-UT Utilizing Water/Sewer Contingency Budget to Provide Funding for Construction Services from LLCS; Authorize the City Manager to approve all related contract documents and purchase orders.

3. Approve FAA CONTRACT NO: 69435Z-21-L-00152 with the Federal Aviation Administration to Lease Real Property at the Dyal Water Treatment Plant for a Remote Transmitter Receiver Facility Site

4. Approve Task Order 2026-017 under continuing services agreement Q-23-01-COC-C1 for Mead & Hunt in the amount of $77,853 for design services during construction related to the Lee Wenner Park Day Slips and Revetment Project. Authorize the City Manager to execute all related task orders, agreements and purchase orders.

5. Approve Resolution 2026-056 and BAF# 26-080-A-CD to accept additional funds in the amount of $5,037 from the State Housing Initiative Program (SHIP) for the purposes of completing the approved strategies outlined in the Local Housing Assistance Plan (LHAP).

6. Approve the cost of a one-time technology-critical infrastructure purchase with a multi-year subscription of $207,809.85. Approve a resolution to waive competitive bidding. Approve a resolution amending the FY2026 budget, BAF #26-086-A. *******This Item is Confidential per FS 119.0725 and Not for Public Release*******

7. Approve BAF#26-085-T in the amount of $24,880 to provide funding for the newly created Division Chief of Professional Standards and Training.

8. Approval of Resolution No. 2026-059, Authorizing the City Manager, City Clerk, and Assistant City Clerk to Accept Service of Process on Behalf of the City.

VI. Public Hearings:

1. Utility Rates & Handbook Changes

2. 3600 Grissom Pkway Comp Plan Amendment (POSTPONED)

3. 3600 Grissom Prkwy Rezoning (POSTPONED)

4. Approve the Preliminary Assessment Resolution 2026-061 for Fire Protection, for Fiscal Year 2027.

5. Approve Preliminary Assessment Resolution No. 2026-062 for Fiscal Year 2027 Stormwater Utility Services and accept the Stormwater Rate Study prepared by our financial consultant, Stantec Consulting.

6. PZ26-02100005 155 Ruth St Zoning Map Amendment First Reading

VII. Council Business:

1. City Council Approval to Rename Valencia Ave. to Jake Williams Jr. Ave.

VIII. City Business:

1. Council approval to apply for a FY2026 COPS Community Policing Development Microgrant in the amount of $200,000 for an "Unmanned Aerial System" aka drone.

IX. Informational Agenda:

1. Bi-Weekly Report for July 24, 2026 - August 6, 2026.

2. Informational Only - The City of Cocoa's Open Board Vacancies.

X. Reports:

XI. Adjournment:

XII. Notice to the Public:

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

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relevant to the Council meeting agenda will not be made part of the meeting record but will be maintained as public record.

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CITY COUNCIL AGENDA ITEM

Memo Date:	May 29, 2026
Agenda Date:	August 11, 2026
File ID:	2026-469
Prepared By:	Monica Arsenault, City Clerk
Through:	Stockton Whitten, City Manager
Requested Action:	Approve the August 11, 2026 Regular City Council meeting agenda as written or with amendments.

BACKGROUND:
N/A

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:
Approve the August 11, 2026 Regular City Council meeting agenda as written or with amendments.

Agenda
City of Cocoa
Regular Meeting

August 11, 2026
6:00 PM
65 Stone Street, Cocoa, FL 32922

I. Opening Matters:

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

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of August 11, 2026. (2026-469).
2. Minutes: Special Meeting of May 19, 2026. (2026-470).
3. Minutes: Regular Meeting of May 26, 2026. (2026-687).

III. Awards and Presentations:

1. Proclamation recognizing August as "Florida Water Professionals Month". (2026-680). (Utilities Director)

IV. Delegations:

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

V. Consent Agenda:

1. Approve a Piggyback Construction Agreement in the amount of $161,690 based on Martin County contract RFQ2025-3682 with Lawrence Lee Construction Services, Inc. (LLCS) for the Garage Bay Demolition Project; Approve a Resolution Authorizing the City Manager to Approve and Execute

Change Orders in an Amount Not To Exceed $16,169 (10% of the Contract Amount) for a Total Project Cost of $177,859; Approve BAF # 26-083-T-UT Utilizing Water/Sewer Contingency Budget to Provide Funding for Construction Services from LLCS. Authorize City Manager to Execute all related contract documents and purchase orders. (2026-649). (Utilities Director)

2. Authorize a Piggyback Construction Agreement in the amount of $235,500 based on Martin County contract RFQ2025-3682 with Lawrence Lee Construction Services, Inc. (LLCS) for the Booster Station Demolition Project; Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $23,550 (10% of the Contract Amount) for a Total Project Cost of $259,050; Approve BAF # 26-081-T-UT Utilizing Water/Sewer Contingency Budget to Provide Funding for Construction Services from LLCS; Authorize the City Manager to approve all related contract documents and purchase orders. (2026-650). (Utilities Director)

3. Approve FAA CONTRACT NO: 69435Z-21-L-00152 with the Federal Aviation Administration to Lease Real Property at the Dyal Water Treatment Plant for a Remote Transmitter Receiver Facility Site (2026-651). (Utilities Director)

4. Approve Task Order 2026-017 under continuing services agreement Q-23-01-COC-C1 for Mead & Hunt in the amount of $77,853 for design services during construction related to the Lee Wenner Park Day Slips and Revetment Project. Authorize the City Manager to execute all related task orders, agreements and purchase orders. (2026-640). (Community Services Director)

5. Approve Resolution 2026-### and BAF# 26-080-A-CD to accept additional funds in the amount of $5,037 from the State Housing Initiative Program (SHIP) for the purposes of completing the approved strategies outlined in the Local Housing Assistance Plan (LHAP). (2026-665). (Community Services Director)

6. Approve the cost of a one-time technology-critical infrastructure purchase with a multi-year subscription, of 207,809,85. Approve a resolution to waive competitive bidding. Approve a resolution amending the FY2026 budget, BAF #26-086-A. (2026-677). (Business Systems and Innovation Director)

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

7. Approve BAF#26-085-T in the amount of $24,880 to provide funding for the newly created Division Chief of Professional Standards and Training. (2026-681). (Finance Director)

8. Approval of Resolution No. 2026-XXX, Authorizing the City Manager, City Clerk, and Assistant City Clerk to Accept Service of Process on Behalf of the City. (2026-684). (City Attorney)

VI. Public Hearings:

1. Utility Rates & Handbook Changes. (2026-548). (Utilities Director)

2. 3600 Grissom Pkwy Comp Plan Amendment (POSTPONED) (2026-570). (Planner)

3. 3600 Grissom Pkwy Rezoning (POSTPONED) (2026-638). (Planner)

4. Approve the Preliminary Assessment Resolution 2026-0XX for Fire Protection, for Fiscal Year 2027. (2026-662). (Finance Director)

5. Approve Preliminary Assessment Resolution No. 2026-0XX for Fiscal Year 2027 Stormwater Utility Services and accept the Stormwater Rate Study prepared by our financial consultant, Stantec Consulting. (2026-666). (Finance Director)

6. PZ26-02100005 155 Ruth St Zoning Map Amendment First Reading. (2026-673). (Planner)

VII. Council Business:

1. City Council Approval to Rename Valencia Ave. to Jake Williams Jr. Ave. (2026-107). (Councilman Hearn)

VIII. City Business:

1. Council approval to apply for a FY2026 COPS Community Policing Development Microgrant in the amount of $200,000 for an "Unmanned Aerial System" aka drone. (2026-634).(Police Chief)

IX. Informational Agenda:

1. Bi-Weekly Report for July 24, 2026 - August 6, 2026. (2026-685). (City Clerk)

2. Informational Only - The City of Cocoa's Open Board Vacancies. (2026-686). (City Clerk)

X. Reports:

XI. Adjournment:

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CITY COUNCIL AGENDA ITEM

Memo Date:	May 29, 2026
Agenda Date:	August 11, 2026
File ID:	2026-470
Prepared By:	Monica Arsenault, City Clerk
Through:	Stockton Whitten, City Manager
Requested Action:	Approve the May 19, 2026 Special City Council meeting minutes as written or with amendments.

BACKGROUND:
N/A

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:
Approve the May 19, 2026 Special City Council meeting minutes as written or with amendments.

MINUTES
City of Cocoa
City Council Budget Priorities Meeting & Planning Special Meeting

May 19, 2026

A Special City Council Meeting was held on Wednesday, May 19, 2026, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Blake called the meeting to order at 5:19 p.m.

Chief Collier led the assembly in the Pledge of Allegiance and Chief Lamm led the assembly in the Invocation.

Alton Edmond, Cocoa resident, spoke under Council Priorities about adding speed cushions in Diamond Square.

The Recording Secretary took the roll.

PRESENT:	Michael C. Blake	Mayor
	Alex Goins	Deputy Mayor
	Lavander Hearn	Councilmember - *arrived 5:26*
	Lorraine Koss	Councilmember
	Patricia Weeks	Councilmember
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Lori Chabot	Recording Secretary

ABSENT:

OTHER STAFF MEMBERS PRESENT:

Abigail Morgan, Public Works Director; Rebecca Bowman, Finance Director; Charlene Neuterman, Community Services Director; Jonathan Lamm, Fire Chief; Evander Collier, Police Chief; Katie Ennis, Deputy Director Utilities; Lorne Stinnett, HR Director; Mary Humbert, Director of Business Systems and Innovation; Mitch

Lawyer, Interim Chief Technology Officer; and David Grissom, Helpdesk Support Tech.

II. Approval of Agenda:

1. Agenda: Special Meeting of May 19, 2026. (2026-348).

* **MOTION by Council Member Blake; Seconded by Councilmember Koss to approve the agenda with the addition of an item regarding Unified Dispatch.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Staff Presentation:

City Manager Whitten provided a presentation[1] outlining the City's priorities for the coming year.

Ms. Bowman began with the tax implications, unknown financial impacts including homestead exemption. She is approaching the budget conservatively as the state of the property tax reform is unknown. She noted in the presentation that the ad valorem property taxes is $1.3 million and the total PD budget is 1.4 million; the taxes don't cover one department. Estimates due to potential legislative changes were shared, such as elimination of property tax, elimination of non-school property taxes for homesteads and unknowns like senior citizen exemption and insurance linked exemption related to homestead properties.

Ms. Bowman added new money estimates for Fire Assessment, Utility/Stormwater indirect cost, and utility return on investment. Estimated increases for expenses include salaries, utilities, liability insurance, General Fund fuel and a 10% increase in medical insurance. Further discussion was held on overtime at the Fire Department, wage increases and public safety needs.

Councilmember Koss asked if any possible tax increases were part of the presentation. Ms. Bowman replied not yet, however, when that is received from the County, it will be shared.

Chief Lamm shared more information on the Fire Department OT and the circumstances that caused it. He stated there are different reasons. Most important is the Union contract and their requirements for staffing and how that

[1] Exhibit A: City Council Priorities and Planning Special Meeting Presentation

creates backfilling. One obstacle is that they cannot go outside to hire for those positions, per the union contract. They have come up with strategies to assist with that. Injuries and accidents are difficult to estimate; those cause OT as well.

Deputy Mayor Goins asked about hiring from another department. In response, Chief Lamm stated that could be a possibility.

City Manager Whitten added that would have to be brought to the table where the folks across the table are those that would or would not benefit from that kind of change.

Councilmember Koss asked about the call volume increase. He replied there has been an increase and it will continue to go up due to the added apartments, homes, etc.

Councilmember Weeks shared something she read that was from the state speaking about the unions. Mr. Stinnett replied that it didn't apply to public safety, and it must be shown that over 50% of members are paying dues.

Councilmember Hearn asked about staffing on engines/drivers and how many paramedics.

Discussion continued about staffing and possibilities among Councilmembers Hearn and Weeks and Chief Lamm.

Councilmember Koss recalls previous conversations about a new station and shared her thoughts. She asked if the one that was built on SR524 is not enough for that area.

He replied that was correct, it wasn't. A study will be performed next year regarding the potential location. The previous study was 10 years ago.

Ms. Bowman continued with the presentation.

Councilmember Weeks spoke about the growth out west and that some is county. She asked if there is any way to make a joint fire station with the county and share expenses. Chief Lamm replied that it can be done, however, it's not usually a good idea.

City Manager Whitten continued with the public safety needs. This included population growth, additional positions and unified dispatching. House Bill 1426 mandates unified 911 dispatch centers across Florida by January 2029. This is around the state where municipalities are moving to unified dispatching. He discussed other cities that have moved in that direction, such as Cocoa Beach,

Melbourne Village, Cape Canaveral, and others. He described how the dispatching works for medical, fire and police.

Chief Lamm added the requirements to keep their ISO status and noted that we currently depend on Brevard Fire to meet those requirements. He discussed the advantages of going to unified dispatching, adding that it will eliminate steps.

Ms. Humbert also discussed the advantages and time savings. Medical instruction begins in many situations, before EMS arrives. She explained the financial impacts, including reduction in personnel costs, replacement costs for equipment and additional cost savings. The city currently spends 1.5 million per year. Under the unified dispatch, the cost is reduced to roughly $200,000 per year ongoing. Additionally, Enterprise Reporting would be available, which is taking data from multiple cities and reporting different trends, to predict and get metrics on timing or calls.

Councilmember Hearn asked about current positions. City Manager Whitten replied that currently there are roughly eleven people that would be affected. He added the county will absorb those people. City Manager Whitten shared a letter from Sheriff Ivey outlining his proposal/benefits for the employees and how the transition would occur. He stated that they would remain in the FRS, keep accrued sick/vacation hours and the rate of accrual would transfer from Cocoa. He discussed the difference in pay, signing bonuses, tuition reimbursement, step plan increase, etc.

Mayor Blake asked if we incorporate this, how this affects the city's insurance rating, and would it improve or maintain its status. Chief Lamm replied it would enhance the city's position. It will lower call times and capture hot points, arrival on scene, etc. This could help to reduce the insurance.

Councilmember Hearn shared some insight in this field and sees where this could help. However, his concern is that there may be rumors circulating that this could mean a county takeover of fire and police. City Manager Whitten replied this is dispatch only and doesn't believe there is a desire to have one police or fire for a county that is seventy-two miles long. He added that staff will have to educate employees and the citizens.

Councilmember Weeks asked where the unified location will be. City Manager Whitten replied they are currently in the EOC building in Rockledge and have been since January, however, they are currently dispatching under the city process.

Councilmember Koss spoke she is in favor and believes it would be a good thing.

Deputy Mayor Goins added his concerns about the employees who might be worried about moving to county. City Manager Whitten shared his conversations with some of those affected, and with the pay and benefits that will be available, it is a mandate and it will be here eventually, like it or not. City Manager Whitten added it should be roughly a 60-day transition period.

* **MOTION by Councilmember Weeks; Seconded by Councilmember Koss to approve the City Manager to work with the Brevard County Sheriff's Office for an interlocal agreement and any other necessary agreements to transition of City of Cocoa dispatch functions to the Unified Dispatch/Communications Center to enhance public safety services throughout the city.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Alton Edmond, Cocoa resident, asked if unified dispatch is backup for Cocoa, what is back up for the County? In response, City Manager Whitten explained that the county is cloud-based and less likely to have what happened.

City Manager Whitten returned to the City's presentation. He emphasized the Code of Conduct which includes the part that states Council will act collectively.

He shared an update on the needs at Stradley Park and that three of the four septic systems failed inspections. This means an immediate need of roughly $32,000 for the three. These are standard septics. He explained that with this, they will have addressed the sanitary needs at the park and forego the sewer conversion. He stated he will need permission to proceed with the septic replacements.

Mayor Blake asked about the condition of the 4th septic system. City Manager Whitten replied that by adding the fourth one it would be roughly $75,000.

Deputy Mayor Goins asked about their inspection process. Ms. Morgan replied she would let him know. She said the pump loaders were working. Deputy Mayor Goins asked if the city would provide porta-potties for the upcoming season. City Manager Whitten replied that would have to be discussed with the County.

Councilmember Hearn asked about the failure and if fixed, would that be a long-time solution if the city got a quote for an advanced system. City Manager Whitten stated it is not connected to the Indian River; there is not a requirement to have Advanced Septic.

Ms. Morgan added there is no environmental concern, and these will be used seasonally. This is more cost effective and should last 30 years. Councilmember Hearn asked if a line was run to the park, would that require nearby residents to hook up to it? In response, Ms. Ennis replied that some of those are in the county.

Councilmember Weeks asked about the timeline. Ms. Morgan replied that she was not sure, but she doesn't expect a lengthy project.

Councilmember Weeks added that she is in favor of the replacements.

Ms. Bowman stated the funding is from an assigned fund balance of 2 million that was part of the septic to sewer for that area.

Councilmember Koss asked about the 2 million and if that is a good estimate for sewer. In response, Ms. Morgan replied yes.

Councilmember Koss stated that traditional septics are very sensitive, and she believes they will continue to be an issue. She would like to see getting the sewage installed. She added the county has reached out about getting sewer in that area and they were also talking about funding. She noted that there are opportunities here, we have a sewage system, we have annexations, not necessarily in that area that will bring in a lot of revenue, but with the train station just a mile up the road that could be an area of prime development. The more connected our sewer is the more opportunities there will be for us. She would like to know what the county has in mind and asked the City Manager if he knew. He replied those folks are in housing and human services and he believes they were talking about grants, and staff has not heard anything. He doesn't think they are considering that.

Councilmember Hearn said he would second that but he has a question about the remaining funds of the 2 million, and what would Council do with that? City Manager Whitten replied that would be up to Council. It could be reassigned for something else or held for this project. Councilmember Hearn recommended setting aside funds for future septic at Stradley down the road.

Councilmember Weeks stated she is in favor of the septics, and she doesn't believe the advanced would make much of a difference in this situation. She added that she would like to see about possibly doing sewer down the road.

Councilmember Koss added if the consensus is to move forward with this, she will also approve, however she requested the record reflect her thoughts about the opportunities for a long-term plan and annexations.

* **MOTION by Mayor Blake; Seconded by Councilmember Hearn to approve replacing four (4) septic systems at Stradley Park and to put aside the**

remaining dollars from an assigned fund with a current balance of 2 million dollars for future needs at Stradley Park.

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Deputy Mayor Goins added the County needs to pump out the tanks regularly.

Councilmember Koss said that is true for homes, but not a large event.

Ms. Morgan added that the idea is to have these conversations with the vendor and have discussion about future maintenance. City Manager Whitten spoke in regard to the contract with the county and the performance standards included in the contract and will look at those again. He is not sure if septic pump out is included.

City Manager Whitten referred to the presentation with the slide showing council's priorities. These are shown here for discussion or direction in terms of council prioritizing these or some other priorities. Ultimately, as staff builds the budget he needs a council priority direction.

City Manager Whitten referred to Section 4 of the agenda regarding parcels for the city to purchase. Previously Council discussed purchasing properties. Assigning out a certain amount of money to pursue or for acquisition of certain parcels, and one particular parcel is located at the end of Dixon as you head West. Also, the city is in negotiations with DR Horton for a larger piece across the right-of-way for a donation. So, for future possibilities, it would be nice to get this piece. This is delinquent in its property taxes and on June 1st, there will be a tax certificate sale. So, the first request is to authorize staff to acquire the tax certificate on that parcel.

Councilmember Koss asked about the cost, and he replied it is the property tax. A question was asked about the size, and City Manager Whitten replied that the one across is about 5 acres and this smaller one is a little over an acre.

He continued speaking about other parcels. This is one of the two parcels south of Provost Park. Deputy Mayor Goins will share more information about the activity that can be generated there. City Manager Whitten shared the location of the parcels with the designation of the funds and permission to pursue the acquisition of those parcels and any sales contracts; any deal would be brought back to council. There is a parcel that is adjacent to Stradley Park that Ms. Morgan would like to keep to help with stormwater improvements at Stradley.

Deputy Mayor Goins shared photos of activities held recently at Provost Park which was great although it created traffic and parking problems.

Councilmember Weeks asked about the size of the property and the cost. Deputy Mayor Goins shared they are different owners. City Manager Whitten added both parcels combined are over an acre.

Discussion continued about the west side, multi-purpose fields, etc. Fifteen acres of property are available, not with a lot of trees, but looking to the future, Provost and Stradley could become regional sports complexes.

* **MOTION by Deputy Mayor Goins; Seconded by Mayor Blake to approve the purchase of real property parcels for City purposes and acquire the tax certificate(s). Approve a Resolution Amending the FY26 Budget, BAF#26-066-A for $10,000, through the use of Fund Balance and allow the City Manager to Approve a Budget Transfer from Contingency to the appropriate account.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

City Manager explained this is not an overnight process. The tax certificates are sold to pay off the current year's tax and you don't get to a tax deed sale for about 2 years. So, for long range planning of a park site, this is a good start, especially with the DR Horton Property. They are working on a proposal to bring to Council.

City Manager Whitten continued with the next item stating previously Council approved $150,000 towards athletic improvements at Cocoa High School and included in the agenda is the Interlocal Agreement. It is the same as the previous agreement where Council approved the track. Specifically, the funds will go to the scoreboard, pole vault pit, equipment storage shed and others. The Score Board is $232,000, electrical $17,000, the underground boring is $7,140, utilities are $1000, sound system $12,000 and the pole vault pit is about $30,000 totaling $271,674. Additionally, the school board is to give credit to the city for the contribution in terms of publicity and also states the school board's contributions.

Discussion continued as to the school board's intentions, athletic improvements costs, etc.

Councilmember Goins added a similar project between Satellite Beach and the School Board making it a private-public partnership. It allows for public use a few

events per year. This would allow citizens to buy in. This is what he would like add to the interlocal agreement and allow nonprofits to have 3-4 events annually and community members can use it for exercise.

Mayor Blake shared his concerns over safety and liability with opening it to the public. He believes the school will have reservations as well. He recommends speaking with the High School about this first and find out how they feel about it. Mayor Blake doesn't want to force that on them.

Discussion continued about security, safety and liability concerns.

Councilmember Hearn is in favor of citizens using the track, however Mayor Blake would like to give Principal Stewart the opportunity to respond.

Councilmember Weeks understands and shares the concern for safety; it's not just the track it's an entire stadium.

Councilmember Koss said her grandson is in track and while visiting he needed a place to practice and she sees the benefit of the resource. She would like to start the conversation.

Mayor Blake closed the discussion to Council and opened it to the public.

Alton Edmond shared that his concern is accessibility and talked about parking.

There are also officers there during football games.

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

* **MOTION by Mayor Blake; Seconded by Councilmember Weeks to approve an Interlocal Agreement with Brevard County Public Schools to donate $150,000 to Cocoa High School for Sports Improvements. Approve a Resolution Amending the FY26 Budget, BAF#26-065A to put funding in place.**

AYES: Blake, Weeks

NAYS: Goins, Hearn, Koss

Motion Failed (3-2).

* **MOTION by Deputy Mayor Goins; Seconded by Councilmember Koss to approve an Interlocal Agreement with Brevard County Public Schools to donate $150,000 to Cocoa High School for Sports Improvements. Approve a Resolution Amending the FY26 Budget, BAF#26-065A to put funding in place and to add to the interlocal agreement a requirement for Cocoa High School**

to allow non-profit organizations to use the track at no cost. This requirement is for up to four events per year.

AYES: Goins, Hearn, Koss, Weeks

NAYS: Blake

Motion Passed (4-1).

City Manager Whitten stated he needs Council to give him priorities. Councilmember Koss asked if there was a plan in place at Indian River Drive and Dixon. Mayor Blake and Councilmember Goins asked what his preference was for submitting the priorities. In response, he'd like them to rate their priorities 1-10 in order of priority.

Councilmember Koss asked about Dixon and Indian River Drive and if there was a plan in place to upgrade the embankment at that intersection, especially with the approval of the development there. Ms. Morgan responded that is not at the intersection of Indian River Drive and Dixon, it is south of there.

Councilmember Koss asked if there was a plan in place for that location then. In response, Ms. Morgan stated that there is not at this time. City Manager Whitten pointed out that she is looking at the 10-year plan. That states an expression of need, but those are not funded.

Councilmember Koss shared she would like to see this added to the 10-year Capital Plan.

Councilmember Hearn asked if the baffle boxes that have been discussed would have any effect on that area. Councilmember Koss replied that would not help.

City Manager Whitten stated Ms. Morgan can add projects to the plan for that area. Staff doesn't know what funding will come available in the future. That is capital funding that won't be available until next year.

City Manager Whitten asked Ms. Morgan to talk about the back flow devices. In response, Ms. Morgan stated that in order for build outs to be effective, you would need to delineate the area in order to install those. It will take a consulting firm to evaluate and come up with a plan with the boundaries to install those.

Mayor Blake provided his priorities as follows:

- Cocoa Multi-modal Station
- Cocoa High School donation

Deputy Mayor Goins discussed his priorities. He asked about speeds humps on

Barbara Jenkins. City Manager Whitten stated the council would have to move on this. Councilmember Weeks stated she believes this is too many speed humps and not a good idea.

He also mentioned a scholarship for currently enrolled college students.

He asked about SHIP funds and if the city can contribute to those funds. In response, Ms. Neuterman replied that the city can.

He asked if Council would be open to adding funds to SHIP. It would help to bring the property values up.

Discussion continued among staff and council as to how that might work.

Deputy Mayor Goins there are housing inconsistencies in DS for housing and multi-housing. He would like to see multifamily lots in Diamond Square. City Manager Whitten replied this would be a visioning process. Deputy Mayor Goins asked what we can do for that area and if this could be brought to a Diamond Square CRA meeting.

Discussion continued about how and where this may be done.

He asked about speeds humps on Barbara Jenkins, City Manager Whitten stated the council would have to move on this. Councilmember Weeks stated she believes this is too many speed humps and not a good idea.

* **MOTION by Deputy Mayor Goins; SECONDED by Councilmember Hearn to waive the speed hump policy and put two speed cushions on Barbara Jenkins, one in between Fiske/Blake and another between Blake/ Washington.**

AYES: Blake, Goins, Hearn

NAYS: Koss, Weeks

Motion passed (3-2)

Mayor Blake opened the discussion to the public.

Alton Edmond, Cocoa resident, added that he lives on Barbara Jenkins and he saw the traffic pattern change when the Dollar General store was built. It has caused fast traffic. He would be in favor of this.

There be no further questions or comments, the public portion of the discussion was closed.

Councilmember Hearn provided his priorities. He'd like to see a Beautification grant for District 2 and allocate $12,000 to operate the program. This would be a 50/50 matching grant and would provide up to $3,000 per applicant. He added this would be allocated for exterior work, landscaping or painting, soffit, or facia. This would be similar to the Diamond Square Grant with the appropriate criteria.

He suggested using funding from the Junny Rios project.

Ms. Bowman stated this funding is for one time use and a grant like this will need recurring revenue. The next year will have to identify another funding source.

Councilmember Koss asked if it would be possible to start as a pilot program.

Deputy Mayor Goins asked Ms. Neuterman about the dollar amount for the paint program. She replied it is for painting and includes pressure washing and paint supplies. Councilmember Hearn asked for matching grant.

* **MOTION by Councilmember Hearn; SECONDED BY Deputy Mayor Goins to direct the City Manager to review his request for a Beautification Grant and return to Council with suggestions.**

AYES: Blake, Goins, Hearn, Koss, Weeks

Motion passed unanimously (5-0)

Councilmember Weeks provided her priorities.

The LED sign next door to Fire Station in District 3 is too small and is very difficult to read. Chief Lamm replied that Ms. Senger is working on that with vendors.

Councilmember Weeks would like to see it moved and made larger.

She would also like to add bus shelters at bus stops, especially transfer stations.

Mayor Blake added his concern that the bus shelter does not become a home for someone. Councilmember Weeks suggested maybe not one with a bench, just a shade from the weather.

Additionally, at the Cocoa Conservation Area she would like to add a second entrance on SR524.

Councilmember Koss provided her priorities. She would like a new park in Pineridge, near Cambridge Elementary. She reviewed the suggestions made by a resident and would like to see a plan put in place.

Additionally, a high priority for her is the flooding at Dixon and Indian River Drive.

VI. Adjournment:

* **MOTION by Councilmember Weeks; Seconded by Deputy Mayor Goins to adjourn the meeting.**

AYES: Blake, Goins, Hearn, Koss, Weeks

Motion Passed Unanimously (5-0)

The meeting adjourned at 8:54 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

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



CITY COUNCIL

Priorities and Planning

Special Meeting

May 19, 2026

Agenda

1. Call to Order
2. Pledge of Allegiance
3. Staff Presentation
4. Council Priorities
5. Public Comment
6. Adjournment



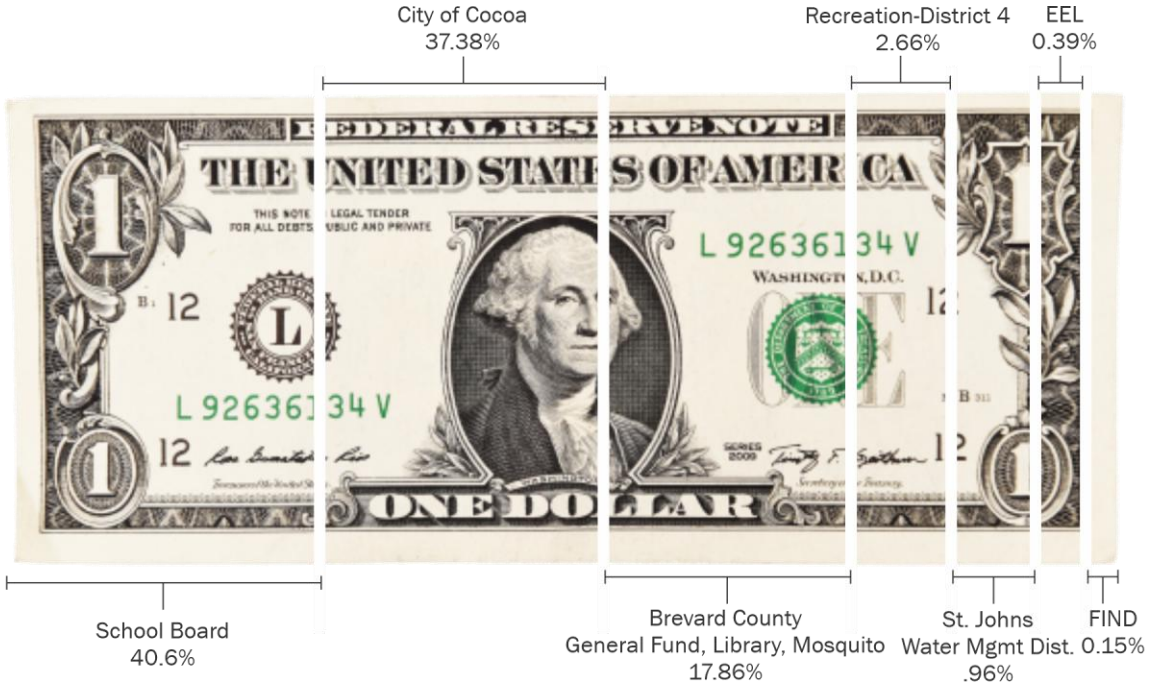
Staff Presentation



Property Tax Information

Over the last 10 years the City of Cocoa has seen an 11% growth.

Of every dollar collected in local property taxes, the City of Cocoa receives approximately 37%.



Property Taxes	
Ad Valorem Property Taxes	~$13m
Cocoa Police Department Budget	~$14m
Funded through other revenue sources	~$1m

Unknown FY27 Financial Impacts



- Additional Homestead Exemption:
  - Legislative Proposal: Reduce the taxable value of your primary residence by $25,000 plus an additional exemption of $25,000 for properties valued over $50,000.
  - Federal/State Spending Cuts
  - Rebuilding the T-Docks and day slips
  - Brevard County Parks agreement actual costs for FY

Property Tax (Estimates Due to Possible Legislative Changes)



FY2027 Budget Property Tax Scenarios	Impact
Homestead Properties (Property Tax Eliminated) Annually	($2,819,503)
Phased Elimination of Non-School Property Taxes for Homesteads, Increasing Homestead Exemption by 100K each year for 10 years - Year 1	($1,423,801)
Senior Citizen Exemption (Age 65+)	(Unknown)
Insurance-Linked Exemption (Additional $200,000 exemption on homestead properties covered by comprehensive multiperil property insurance)	(Unknown)

New Money (Estimates)

FY2027 Budget	
Fire Assessment 3%	$113,000
Utility/Stormwater Indirect Cost Allocation 5%	$440,600
Utility Return on Investment (ROI) 10%	$865,795
Estimated New Money	$1,419,395



Increase in Expenses (Estimates)



FY2027 Budget	
General Fund Salaries (5 Unions and GF Staff)	$1,342,050
Medical Insurance 10%	$381,685
General Fund Utilities 5%	$59,756
General Fund Liability Insurance 5%	$49,917
General Fund Fuel 5%	$16,106
Estimated Expense Increase	$1,849,514

Estimated Shortfall ($430,119)

History of Fire Department Overtime



FY 2015 Overtime Original Budget - $22,500 vs. Actual Budget - $74,657

Shortfall - $52,157

FY 2020 Overtime Original Budget - $165,500 vs. Actual Budget - $182, 576

Shortfall - $17,076

FY 2025 Overtime Original Budget $300,000 vs. Actual Budget - $687, 723

Shortfall - $387,723

FY 2026 Overtime Original Budget $300,000 vs. Projected Actuals - $731,805

Projected Shortfall - $431,805

*Additional costs that come with the overtime include; FICA Taxes (7.65%), Workers Compensation (4.03%), and Retirement Contributions (54.16%)
Leading to additional personal services costs in FY 2026 of $278,688

Wage Increases

Group	FY26/27
LIUNA	7%
IAFF	7%
PBA R/F	8%
PBA Lt	Negotiate
Fire District Chiefs	Negotiate
General	7%



Public Safety Needs for a Growing Community



- Population increase due to new residential and commercial developments leads to demand for public safety personnel
  - Budgeting for one additional position each FY with anticipation for growth - Fire and Police (year 2 of additional positions)
  - Need for an additional Fire Station located in the northwest section of the city due to new development
  - Additional capital needs such as equipment, machinery and infrastructure (multi-million $ required)

Proactive investment to keep pace with growth

Unified Dispatch

- Unified Dispatch Concept
- HB 1427: Mandating unified 911 dispatch centers across Florida by January 1, 2029
- Unified dispatch around the State
- Unified dispatch around Brevard County



Code of Conduct



Resolution No. 2002-08
Section 1 Code of Conduct

a. The proper statutory and City Charter role of a City Council Member, as with any elected member of a legislative body, is to **act collectively**, not individually, to set and/or revise the City of Cocoa's governing policies and the City Manager and staff administer such policies.

COUNCIL PRIORITIES



Council Priorities

Mayor

- Cocoa Multi-modal Station
- Cocoa High School donation

District 1

- South Carolina Storm Drain Project
- Scholarship for currently enrolled college students

District 2

- Grant to assist franchise businesses with build out expenses
- Park near Dixon

District 3

- Junny Rios Martinez park improvements

District 4

- New park in Pineridge neighborhood
- Bus Shelter on Clearlake Rd.
- Clean up the corridors

PUBLIC COMMENT





















CITY COUNCIL AGENDA ITEM

Memo Date:	August 6, 2026
Agenda Date:	August 11, 2026
File ID:	2026-687
Prepared By:	Monica Arsenault, City Clerk
Through:	Stockton Whitten, City Manager
Requested Action:	Approve the May 26, 2026 Regular City Council meeting minutes as written or with amendments.

BACKGROUND:
N/A

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:
Approve the May 26, 2026 Regular City Council meeting minutes as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

May 26, 2026

A Regular City Council Meeting was held on Tuesday, May 26, 2026, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Blake called the meeting to order at 6:06 p.m.

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

The City Clerk took the roll.

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

ABSENT:

OTHER STAFF MEMBERS PRESENT:

Abigail Morgan, Public Works Director; Rebecca Bowman, Finance Director; Charlene Neuterman, Community Services Director; Jonathan Lamm, Fire Chief; Evander Collier, Police Chief; Katie Ennis, Deputy Utilities Director; Lorne Stinnett, HR Director; Mary Humbert, Director of Business Systems and Innovation; Samantha Senger, Communications & Economic Development Director; Jennifer Webster, Planner; Luci

Ribeiro, Planner; Mitch Lawyer, Interim Chief Technology Officer; and Kat Badladov, Helpdesk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of May 26, 2026. (2026-336).

* **MOTION by Councilmember Koss; Seconded by Councilmember Weeks to approve the agenda as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Minutes: Special City Council Meeting of March 19, 2026. (2026-420).

3. Minutes: Regular City Council Meeting of March 24, 2026. (2026-423).

4. Minutes: Special City Council Meeting of April 1, 2026. (2026-425).

5. Minutes: Special City Council Meeting of April 7, 2026 (2026-426).

* **MOTION by Deputy Mayor Goins; Seconded by Councilmember Weeks to approve the March 19, March 24, April 1, and April 7, 2026 meeting minutes as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

IV. Delegations:

Mr. George Allen Cowart, 2560 Hooper Road, Cocoa, talked about 2570 Hooper Road which is owned by his son. He stated his son is almost done building his house there and the City is saying that an apron needs to be done for the driveway. He noted that the property lines are unique and not where you'd think they would be. His property line is over fifty feet away from where the apron would even be. There is no easement for power lines on the east side of the road.

His son's house is almost completely done but they are trying to figure this last part out and he is hoping to get some help and clarification.

Ms. Morgan clarified that the City has historically used this is a prescribed easement, or "prescriptive right".

City Attorney Garganese offered to look into this further but noted this isn't something that could be resolved tonight.

City Manager Whitten added that his secretary would reach out to Mr. Cowart or his son in the morning to set up a meeting.

Mr. Paul Kamus, 116 Olive St., Cocoa, thanked Mayor Blake for his speech at the Memorial Day celebration yesterday and believes these are words that need to spread every year.

He talked in furtherance of picking up trash and litter in the community. While he is out collecting trash, he has noticed that at the curve around the north side of Highland Ave. there are some heavy speeders. There are quite a few pedestrians that try to cross the street in the area and it could use a crosswalk.

He shared a few other suggestions for crosswalks which would be along N. Cocoa Blvd., north of Hillcrest, and also on S. Cocoa Blvd. near Olive St.

Mr. and Mrs. Lanza, 436 Satsuma St., Cocoa, shared the ongoing concerns with their neighbors. The woman who lived at 435 Satsuma Street passed away but there are all sorts of cars coming and going from the property. Additionally, the family that lives at 434 Satsuma Street plays loud, explicit music all hours of the day and needs to clean up the yard. She has called Code Enforcement but she hasn't seen any improvements.

In response, Ms. Neuterman stated that she will send a Code Officer out tomorrow to reassess the property and cite any violations that may exist.

Ms. Anita Gibson, 451 Stone St., Cocoa, shared an idea for the building behind the new Dr. Joe Lee Smith Center. With all of the new homes coming in, maybe it could be used as a daycare or center that can be utilized for the incoming families coming in due to all the new construction.

In response, Mayor Blake shared that staff is in the process of obtaining funds to do something with that building.

V. Consent Agenda:

1. Approve, and Authorize the City Manager to Execute, the First Amendments to

Purchase Agreements to RFQ-23-12-COC, Continuing Services Agreements with CHA Consulting, Inc., Kimley-Horn and Associates, Inc., and McKim and Creed, Inc., for Engineering Services for Design, Permitting, and Services During Construction for Utility Conveyance Systems Upgrades and Expansion. (2026-356). (Utilities Director)

2. Approve participation in a multi-year piggyback agreement with CAP Government, Inc. for plan review and building inspector services utilizing the City of Palm Bay's Contract #08-ITB-26, effective April 1, 2026, through March 31, 2027, with an option for four (4) additional twelve (12) month periods up to a total of sixty (60) months, and authorize the City Manager to approve contract amendments and extensions through calendar year 2031; authorize the City Manager to issue purchase orders under this agreement up to $100,000 each fiscal year subject to the adopted budget; approve a budget transfer through BAF #26-067-T in the amount of $80,000 to cover expenses for building plans review and inspection services through FY 2026. (2026-359). (Community Services Director)

3. Authorize the purchase and turnkey installation of a Generac SD130 Diesel 100kW Generator for Fire Station No. 1 from ACF Standby Systems utilizing the Florida Sheriffs Association (FSA) cooperative contract in the amount of $107,570; authorize the temporary rental of a backup generator for the fire department during hurricane season in an amount up to $60,000; approve Budget Amendment BAF #26-061-T-PW correcting the project funding accounts; and authorize the City Manager to execute all related agreements and purchase orders. (2026-392). (Public Works Director)

4. Approve Task Order 2026-64 Amendment No. 1 with Jacobs Engineering Group for the Dyal WTP Storage Structure project (Project No. WS24PB) in the amount of $13,399, resulting in a revised total design and permitting authorization of $116,893. (2026-394). (Utilities Director)

5. Approve Updated 9-1-1 Addressing Interlocal Agreement with Brevard County (2026-302). (Planner)

6. Approval to Convert Temporary Planning Technician Authorization to a Permanent Position. (2026-421). (HR Director)

7. Approve a Resolution Amending the FY26 Budget, BAF#26-062-A, to accept a donation of a high-anxiety impact dog crate from the Space Coast Police K9 Foundation for $1,139.00. (2026-387). (Police Chief)

* **MOTION by Councilmember Weeks; Seconded by Councilmember Koss to approve the Consent agenda.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

1. Grissom Parkway 1.16 Ac Parcel Annexation (First Reading). (2026-404). (Planner)

City Attorney Garganese announced that this is the First Reading of Ordinance 07-2026 and read the title into the record as follows:

ORDINANCE NO. 07-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; ANNEXING APPROXIMATELY 1.16 ACRES OF REAL PROPERTY GENERALLY LOCATED EAST OF GRISSOM PARKWAY NORTH OF OXBOW CIRCLE, AND SOUTH OF CANAVERAL GROVES BOULEVARD; PROVIDING FOR THE AMENDMENT OF COCOA CHARTER, ARTICLE 1, CITY BOUNDARIES, TO INCORPORATE THE REAL PROPERTY INTO THE CITY BOUNDARIES; PROVIDING FOR THE FILING OF THE REVISED COCOA CHARTER WITH THE DEPARTMENT OF STATE AND AS ALSO REQUIRED BY LAW; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Webster provided a presentation[1]. She shared a location map, explaining that this is a voluntary annexation for one parcel, approximately 1.16 acres. The parcel is adjacent to the recently annexed 46 acres. Additionally, the southern boundary is adjacent to the City of Cocoa northern M-2 District Boundary.

Ms. Webster shared the surrounding property uses and staff's analysis. She pointed out that staff requests City Council approve the first reading of Ordinance 07-2026; annexing approximately 1.16 acres of real property generally located east of Grissom Parkway north of Oxbow Circle, and south of Canaveral Groves Boulevard; providing for the amendment of Cocoa Charter, Article 1, City Boundaries, to incorporate the real property into the city boundaries; providing for the filing of the revised Cocoa Charter with the Department of State and as also required by law.

The applicant offered to answer any questions if necessary.

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

* **MOTION by Councilmember Weeks; Seconded by Mayor Blake to approve Ordinance 07-2026 on First Reading.**

[1] Exhibit A: ORD 07-2026 Grissom 1.16 Acres Annex 2026-05-26

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Second and Final Reading of Ordinance 10-2026 Approving a Final PUD Amendment, First Addendum to the Development Agreement, and Final Development Plans for the Cirrus Mixed-Use PUD Phase 2 Commercial Development. (2026-407). (Planner)

City Attorney Garganese announced that this is the Second and Final Reading of Ordinance 07-2026 and read the title into the record as follows:

ORDINANCE NO. 10-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING A PORTION OF THE CIRRUS PLANNED UNIT DEVELOPMENT FINAL DEVELOPMENT PLAN ESTABLISHED VIA ORDINANCE NO. 03-2021 TO INCLUDE THE PHASE TWO COMMERCIAL OUTPARCELS, FOR TWO PARCELS OF REAL PROPERTY, TOTALING 1.5 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON STATE ROAD 524, SOUTH OF STATE ROAD 528 AND WEST OF EAST INDUSTRY ROAD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Ribeiro provided a brief summary of the item, noting that it was the second reading and nothing had changed from the first reading. The applicant is also here if anyone has questions.

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

* **MOTION by Councilmember Weeks; Seconded by Mayor Blake to approve, on Second Reading, Ordinance 10-2026, the Final PUD Amendment, First Addendum to the Development Agreement, and associated Final Development Plans for the Cirrus Phase Two Commercial Outparcels, subject to the following conditions:**

1. **The Developer shall address and incorporate all outstanding staff comments identified in the final development plan review, as attached as Exhibit "D," prior to issuance of any development order or building permit. Revised plans shall be subject to review and approval by staff.**

2. **The Developer shall obtain all required permits and approvals from applicable local, state, and federal agencies prior to construction.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. M-2 ZTA Large-Scale Commercial Recreation Centers and Gym and Fitness - 3095 Grissom Pkwy - CORRECTED LEGAL ADVERTISEMENT. (2026-408). (Planner)

City Attorney Garganese announced that this is the First Reading of Ordinance 04-2026 and read the title into the record as follows:

ORDINANCE NO. 04-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 19, OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO AMEND THE LIST OF PERMITTED USES RELATED TO LARGE-SCALE COMMERCIAL RECREATION CENTERS AND GYM AND FITNESS FACILITIES GREATER THAN 12,000 SQUARE FEET IN SIZE IN THE M-2 DISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Ribeiro explained that the applicant, Wendy H. Maier, on behalf of the property owner, is requesting a Zoning Text Amendment to Appendix A, Article XI, Section 19 of the City of Cocoa Land Development Code to allow large-scale commercial recreation centers to include a radio-controlled miniature vehicle racetrack that uses remote-controlled handheld transmitters. This request is associated with an existing tenant, Beachline Raceway R/C, which has operated an indoor radio-controlled (R/C) vehicle racetrack within a fully enclosed building since 2017.

The subject property is located north of Grissom Parkway and is zoned M-2 Manufacturing and Industrial with an Industrial Future Land Use. The M-2 district is intended to accommodate industrial and manufacturing activities, with limited commercial uses permitted under specific conditions.

The proposed amendment is intended to formally recognize this category of recreational use and establish clear development standards for similar indoor recreational uses, including, but not limited to, bowling alleys, roller or ice skating rinks, indoor go-kart tracks, indoor playgrounds, arcades, and other similar participatory recreational activities.

The amendment also includes provisions for gym and fitness facilities exceeding 12,000 square feet, as well as accessory uses such as food and beverage service, provided such uses remain incidental and subordinate to the principal use.

The proposed amendment is necessary to establish clear regulatory language for indoor recreational uses within the M-2 zoning district.

The request is driven by an existing business currently operating within the City that provides a unique recreational service to the community. Without this amendment, the use is not clearly defined within the Code, which creates uncertainty for both the property owner and future similar uses.

The amendment:
• Provides clarity and predictability in Code interpretation
• Supports existing businesses and economic activity
• Allows adaptive reuse of industrial buildings for indoor recreational purposes
• Expands opportunities for indoor/outdoor, low-impact recreational uses

These uses are typically characterized by large floor areas, fully enclosed operations, and minimal external impacts. As a result, they are often better suited to industrial districts than traditional commercial areas, where parcel sizes and development patterns may not accommodate such facilities.

Ms. Ribeiro noted that staff recommends that the City Council approve the proposed Zoning Text Amendment to Appendix A, Article XI, Section 19 of the Zoning Ordinance of the City of Cocoa to allow large-scale commercial recreation centers and gym and fitness facilities within the M-2 zoning district.

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

* **MOTION by Councilmember Weeks; Seconded by Councilmember Koss to approve Ordinance 04-2026 on First Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Council Business:

VIII. City Business:

IX. Informational Agenda:

1. FY 2026 April Budget Adjustment Report. (2026-412). (Finance Director)

2. In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expense to date. (2026-413). (Finance Director)

3. In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (2026-414). (Finance Director)

4. Informational Only - The City of Cocoa's Open Board Vacancies. (2026-427). (City Clerk)

X. Reports:

City Manager Whitten announced several awards given to the City on behalf of Ms. Senger, Ms. Brauderick, Ms. Brooke and Mr. Browder.

Ms. Senger shared that Juneteenth will be held on June 20th from 2-7pm at Cocoa Riverfront Park.

City Manager Whitten also shared that he received a call from Representative Sirois and Senator Mayfield today in response to a federal request the city submitted for a fire station in northwest Cocoa and he is proud to share that the request is slated to be funded for a total of $2 million dollars.

Additionally, the city submitted a request for funds for a aaste water infrastructure expansion in that same area as well and that is slated to be funded in the amount of $1 million dollars.

Last but not least, there is a $2 million dollar request in the budget going to the Governor for review and approval for the multi-modal access road as well as a request for $4.7 million dollars for baffle boxes.

Deputy Mayor Goins provided his District 1 report and shared photos from the Elevate Brevard event that he attended with the Mayor, the Cocoa High School graduation, a food drive for the community, and an end-of-school year water day at Emma Jewel Charter Academy.

Councilmember Weeks shared her report for District 3 and provided photos from events she recently attended, including the Annual Mayor's Breakfast, an event in Titusville she attended where Governor De Santis spoke to talk about property taxes

and homestead exemptions. She also shared photos from the Cocoa High School graduation, the Windward Preserve groundbreaking, the past presidents luncheon for the Space Coast Association of Realtors, and the Memorial Day parade.

Councilmember Weeks also shared some photos of the utility easement and the gate where the BP gas station is in North Cocoa in her District. She asked if it could be looked into because she doesn't see how that gate can continue to be used with the way everything is set up on the property.

Councilmember Koss provided an update on District 4. She shared photos of a home that has outdoor lights that create a large glare which keeps the neighbors up at night. After speaking with the previous Code Enforcement Manager, she realized that the City does not have an ordinance that enforces rules for glare. She asked if she could get an update on what can be done about this.

In response, City Manager Whitten shared that Ms. Jennifer Justiniano has taken over the Code Enforcement department for the time being.

Ms. Neuterman offered to research this further as well.

Councilmember Koss also shared that she had the opportunity to attend two workshops, the Planning Officials Training Workshop and a FLC Leadership Workshop. She remembered a time when the City used to send its Planning & Zoning Board members to the Planning Workshop and noted that it is relatively inexpensive. She'd like to make this available to the Planning and Zoning Board members again.

She also shared a video showing a mail truck trying to get around a severely flooded area on the east side of US1. She has suggested backwater flow devices and would like to suggest them again. They would only be needed in lower elevation areas and we know exactly where those areas are.

She added that there have been plenty of witnesses to the backflow issues during storms here and it would be only logical to provide some mitigation at the lower elevations to prevent this from happening.

Councilmember Koss explained that several years ago the City installed rip rap in front of where the new development is going to be on Indian River Drive and could very easily be extended to the low point, and pointed out where that would be.

Additionally, this area is even identified in the City's vulnerability assessment as a problem area that needs addressing. She would like either some rip rap or some shoreline stabilization measures to be a priority in this year's budget for this particular area on Indian River Drive.

* Motion by Councilmember Koss; Seconded by Councilmember Weeks to identify stormwater outflows along a portion of Indian River Drive and to look at adding rip rap near the shoreline by the intersection of Dixon and Indian River Drive.

Mayor Blake asked if this could be brought back as an agenda item.

Councilmember Koss agreed that she would be okay with bringing an item back to Council and rescinded her vote along with Councilmember Weeks.

Councilmember Koss spoke about the Pine Ridge neighborhood park desert. She spoke with Abigial Ingram who made several suggestions for properties that would serve the community.

She asked for consensus from Council to look into potentially buying a private piece of property that would be great for a park.

Mayor Blake shared his report and photos from events he recently attended, including the Cocoa High School graduation, an event for Homer Brown, and a graduation party at Junny Rios park.

XI. Adjournment:

* **MOTION by Councilmember Weeks; Seconded by Deputy Mayor Goins to adjourn the Regular meeting of May 26, 2026.**

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:44 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Monica Arsenault, CMC, City Clerk

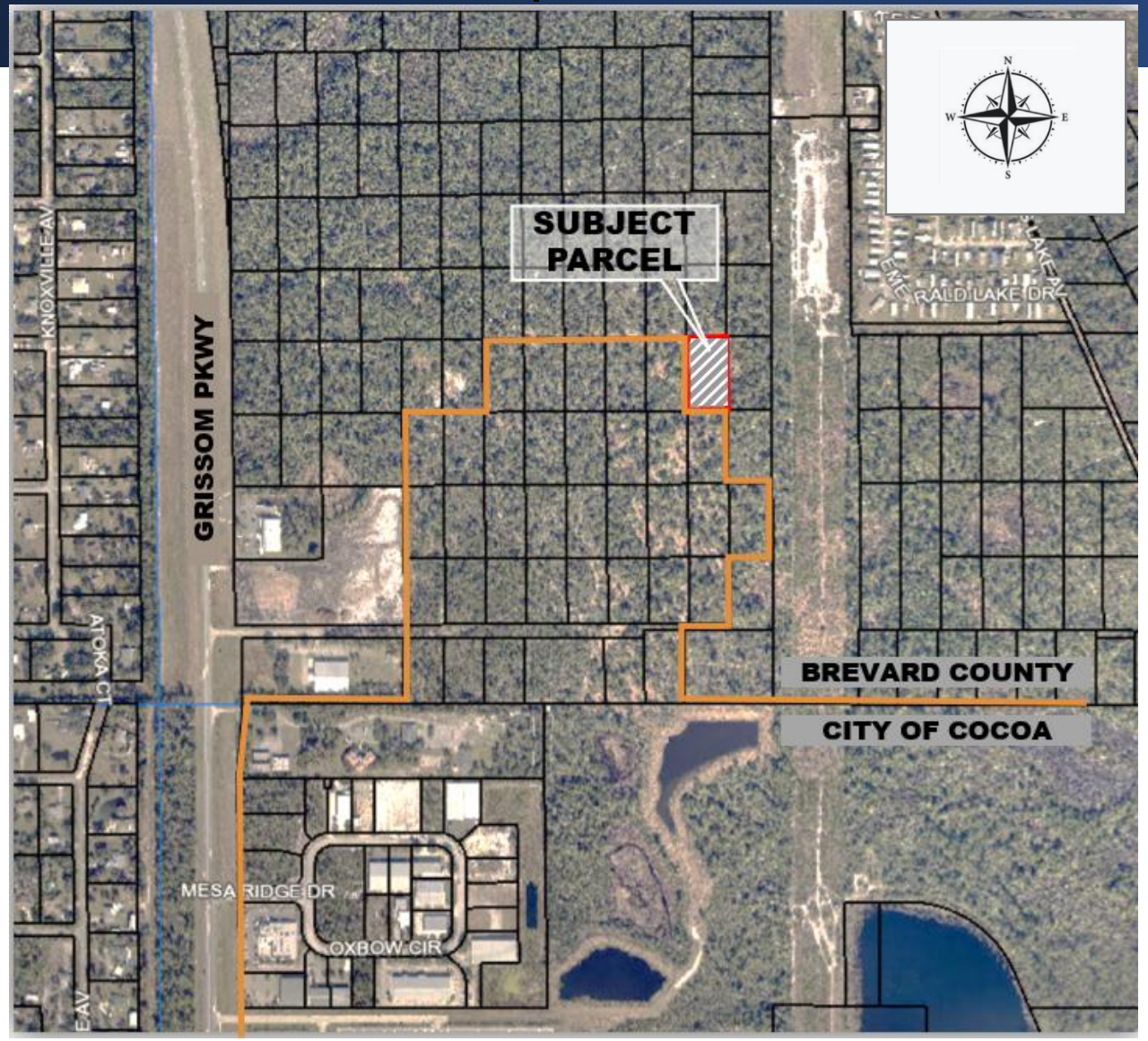
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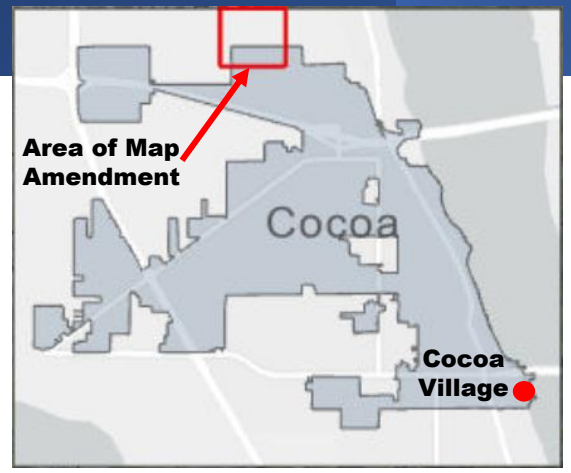
ORD 07-2026
ANNEXATION
For
“GRISSOM 1.16 ACRES”

COCOA FLORIDA

GRISSOM 1.16 ACRES ANNEXATION
Location Map

COCOA
FLORIDA





"Subject Parcel"

- **Applicant Initiated**
- **1 parcel**
- **1.16 ac +/-**

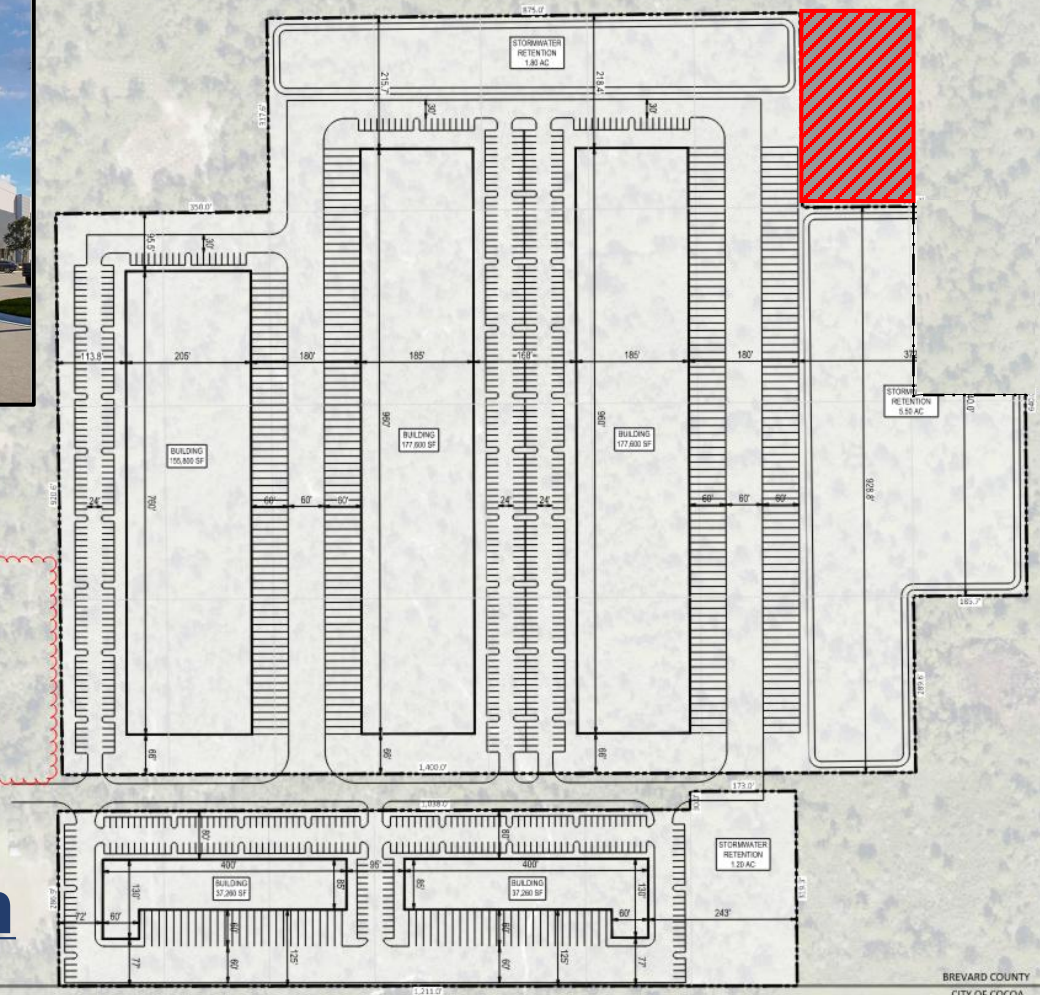
Voluntary Annexation, Rezone, CPA

<u>Reason for Requests</u>:

- **Parcel is adjacent to recently annexed 46 acres**
- **Per Chapter 22, Sec. 22-5.1. - Additional connections for non-city customers**
- **Southern Boundary adjacent to City of Cocoa Northern M-2 District Boundary**











Concept Plan

Applicant: Alex Goetz with KPM Fraklin / Park Industrial LLC

Owners: Dale & Lori Morris of Cocoa

CONCEPTUAL SITE PLAN
CITY OF COCOA | BREVARD COUNTY | FLORIDA

GRISSOM PKWY

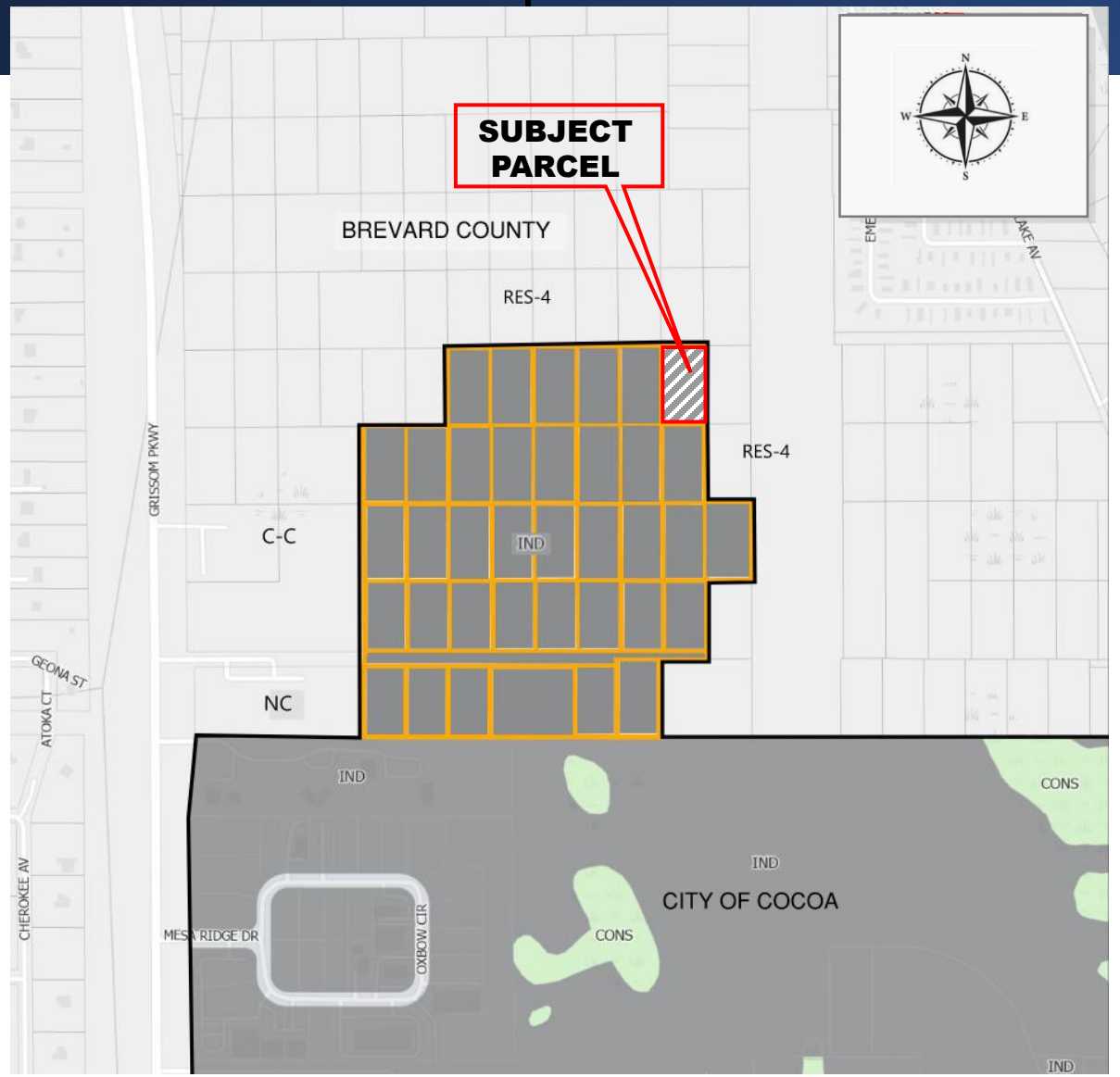
PROJECT NO. 25-0290.MKT
PLAN SCALE: 1" = 100'
DATE: 9/15/25

DISCLAIMER: CONCEPTUAL SITE LAYOUT HAS BEEN PREPARED WITH THE BEST INFORMATION AVAILABLE AND DOES NOT REPRESENT FINAL ENGINEERING ELEMENTS. THIS PLAN IS PRELIMINARY AND SUBJECT TO CHANGE PENDING FINAL ENGINEERING ANALYSIS AND SHALL ONLY BE UTILIZED AS AN ESTIMATE FOR DEVELOPMENT FEASIBILITY.

KPMFrankl

GRISSOM 1.16 ACRES ANNEXATION
Future Land Use Map

COCOA
FLORIDA



Rezone & Comprehensive Plan (Map) Amendment (CPA) – Tentative July 2026

ORD. 08-2026 Future Land Use

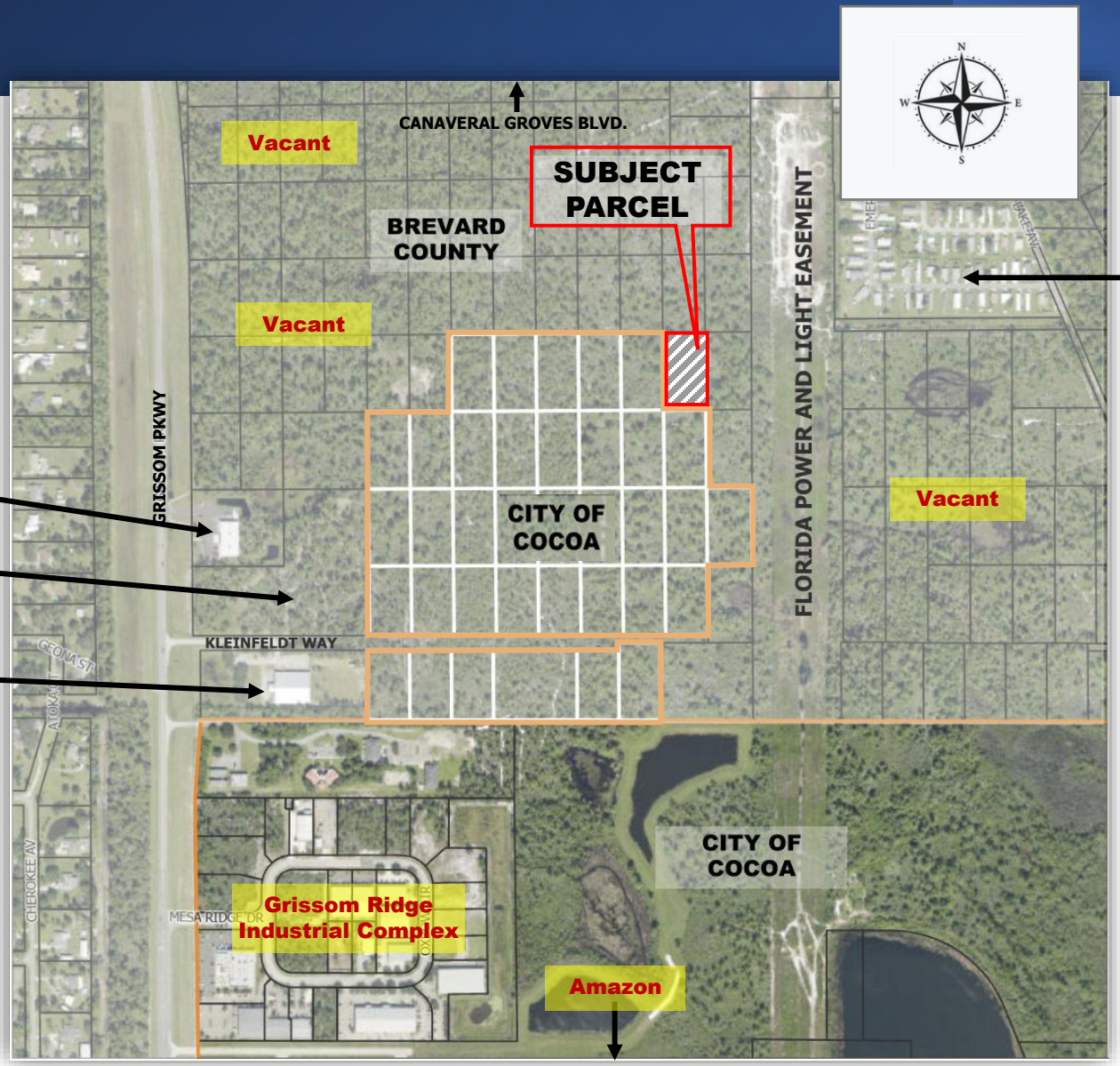
County "Residential 4"	INDUSTRIAL

ORD. 09-2026 Zoning

County GU "General Use"	M-2 Manufacturing and Industrial

GRISSOM 1.16 ACRES ANNEXATION
Surrounding Property Uses

COCOA



Sun Lake Village Estates Manufactured Homes

Dollar General

United Rental Storage (under construction)

Brevard Christian Church

GRISSOM 1.16 ACRES ANNEXATION
Compliance & Analysis

COCOA
FLORIDA

Per **Appendix A of the City of Cocoa, Article VI, Section 1,** regarding Voluntary Annexations

Determination:

A. Impact to utilities and infrastructure

- **suitable for development for urban purposes**
- **same level of service provided to other City residents and businesses**

GRISSOM 1.16 ACRES ANNEXATION
Compliance & Analysis

COCOA
FLORIDA

Per **Appendix A of the City of Cocoa, Article VI, Section 1,** regarding Voluntary Annexations

Determination:

A. Impact to utilities and infrastructure,

- **suitable for development for urban purposes**
- **same level of service provided to other City residents and businesses**

B. Consistent with the requirements of F.S. 171.0413 for Voluntary Annexations, including:

- **Contiguous to City Boundary**
- **Reasonably compact**
  - a single area and
  - does not create enclaves

GRISSOM 1.16 ACRES ANNEXATION
Compliance & Analysis

COCOA
FLORIDA

Per **Appendix A of the City of Cocoa, Article VI, Section 1,** regarding Voluntary Annexations

Determination:

C. Consistent with all applicable policies of the City's Comprehensive Plan;

- ***Policy 1.1.3.4:*** *The* ***City shall encourage requests for voluntary annexation*** *of all the enclaves and logical extensions of the existing City limits to efficiently use public facilities and services, to eliminate areas of jurisdictional problems, and to provide for sound growth and development of the City and surrounding area.*

GRISSOM 1.16 ACRES ANNEXATION
Compliance & Analysis

COCOA
FLORIDA

Per **Appendix A of the City of Cocoa, Article VI, Section 1,** regarding Voluntary Annexations

Determination:

C. Consistent with all applicable policies of the City's Comprehensive Plan;

- ***Policy 1.1.3.4:*** *The* ***City shall encourage requests for voluntary annexation*** *of all the enclaves and logical extensions of the existing City limits to efficiently use public facilities and services, to eliminate areas of jurisdictional problems, and to provide for sound growth and development of the City and surrounding area.*

Advertising: per **F.S. Section 171.044**

No responses, complaints, or inquiries.

GRISSOM 1.16 ACRES ANNEXATION
Related Action & Recommended Motion

COCOA
FLORIDA

RELATED ITEMS ACTION: April 28, 2026

City Council Approved related Ordinances

- 01-2026 Annex: Annexing 46 Acres
- 02-2026 CPA: County Residential 4 (RES4) → City of Cocoa (IND);
- 03-2026 ZMA: County General Use (GU) → City of Cocoa (M-2).

RECOMMENDATION:

Staff requests City Council **APPROVE** the first reading of Ordinance 07-2026; annexing approximately 1.16 acres of real property generally located east of Grissom Parkway north of Oxbow Circle, and south of Canaveral Groves Boulevard; providing for the amendment of Cocoa Charter, Article 1, City Boundaries, to incorporate the real property into the city boundaries; providing for the filing of the revised Cocoa Charter with the Department of State and as also required by law.

THANK YOU

~ ~ ~

QUESTIONS?

COCOA FLORIDA

CITY COUNCIL AGENDA ITEM

Memo Date:	August 4, 2026
Agenda Date:	August 11, 2026
File ID:	2026-680
Prepared By:	Breanna Earley, Assistant City Clerk
Through:	Monica Arsenault, City Clerk
Requested Action:	Informational Only - Proclamation recognizing August as "Florida Water Professionals Month".

BACKGROUND:
Proclamation recognizing August as "Florida Water Professionals Month".

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:
Information Only - Proclamation recognizing August as "Florida Water Professionals Month".

PROCLAMATION

WHEREAS, *The Florida Water & Pollution Control Operators Association, organized in 1941, is a non-profit trade organization that promotes the sustainability of Florida's water utility industry through workforce development, to protect the health of Florida's citizens and to preserve the state's water resources; and*

WHEREAS*, this organization offers water and wastewater treatment plant operator and water distribution system operator training courses required for the state of Florida's operator licenses, multiple voluntary certification programs and continuing education programs for operator license renewal; and*

WHEREAS, *this organization, in recognizing the importance of the Florida Statutes and Administrative Code that regulate the water industry, acts as liaison between the Florida Department of Environmental Protection and industry personnel; and*

WHEREAS, *the Florida Water & Pollution Control Operators Association recognizes all those who have played a significant part in operating and maintaining drinking water, wastewater, and stormwater systems in Florida by celebrating Florida Water Professionals Month, which applauds their constant efforts to protect our health and environment; and*

WHEREAS, *water professionals are often emergency responders during storms and other catastrophic events, working to ensure safe drinking water and safe disposal of wastewater for our communities.*

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

"Florida Water Professionals Month"

WHEREFORE, *I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 11th day of August, 2026.*

_____

Mayor

ATTEST:

_____

City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date:	July 27, 2026
Agenda Date:	August 11, 2026
File ID:	2026-649
Prepared By:	John Perrin, Senior Engineer
Through:	John Walsh, Utilities Director
Requested Action:	Approve a Piggyback Construction Agreement in the amount of $161,690 based on Martin County contract RFQ2025-3682 with Lawrence Lee Construction Services, Inc. (LLCS) for the Garage Bay Demolition Project; Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $16,169 (10% of the Contract Amount) for a Total Project Cost of $177,859; Approve BAF # 26-083-T-UT Utilizing Water/Sewer Contingency Budget to Provide Funding for Construction Services from LLCS. Authorize City Manager to Execute all related contract documents and purchase orders.

BACKGROUND:

The Garage Bay Building #3 located in the Utilities Administration compound on Shearer Blvd is past its useful life and requires demolition. On June 6, 2026, bid requests were sent to the three firms pre-qualified under Martin County Contract RFQ2025-3682 for continuing construction services. On July 22, 2026, two bids were received. After a thorough evaluation of the submittals, staff determined that Lawrence Lee Construction Services, Inc. (LLCS) is the lowest responsive and responsible bidder.

The City will enter into a Construction Rider Piggyback Agreement with LLCS per the terms and conditions of Martin County Contract RFQ2025-3682 to perform demolition construction services.

Staff is requesting City Council approval of BAF # 26-083-T-UT.

Staff is also requesting approval of an additional $16,169 as contingency for the project. This additional amount is 10% of the contract amount, and will be used for change orders with approval by the City Manager. Although City staff does not anticipate change orders, there is a possibility of unknown obstacles in the field that would require changes to the project budget and/or schedule. If a change order is needed, the additional amount will allow the project to continue to move forward. This additional amount will not be added to the initial purchase order, and each change order will be reviewed by staff before it is sent to the City Manager for approval.

Staff recommends approval of this agenda item in order to proceed with the demolition of the structure in the best interest of the City.

PRIORITY AREA CONNECTION:
Investment in Public Infrastructure

BUDGETARY IMPACT:
Budgeted? No
If not budgeted, is amendment / **transfer** attached? **Yes**

Source/Use of Funds

Account Number	Amount
421-4010-536.39-00 Water / Sewer Contingency	($177,859)
421-4055-536.34-00 Water / Sewer Contract Services	$177,859

Contractor Bid	$161,690
Contingency	$16,169 (10%)
Total Project Cost	$177,859

PREVIOUS ACTION:
None

RECOMMENDED MOTION:
Approve a Piggyback Construction Agreement in the amount of $161,690 based on Martin County contract RFQ2025-3682 with Lawrence Lee Construction Services, Inc. (LLCS) for the Garage Bay Demolition Project; Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $16,169 (10% of the Contract Amount) for a Total Project Cost of $177,859; Approve BAF # 26-083-T-UT Utilizing Water/Sewer Contingency Budget to Provide Funding for Construction Services from LLCS. Authorize City Manager to Execute all related contract documents and purchase orders.

PIGGYBACK CONSTRUCTION RIDER

PGB RFQ2025-3682

Work Order 002

CITY OF COCOA GARAGE BAY DEMO (BLDG # 3)

THIS CONSTRUCTION RIDER AGREEMENT ("Agreement") is made and entered into this 3rd day of August, 2026, between the CITY OF COCOA, a Florida municipal corporation ("City" or "Owner") and Lawrence Lee Construction Services, Inc., authorized to transact business in the State of Florida, with principal offices located at 800 SE Lincoln Ave, Stuart, FL 34994 ("Contractor"). The City and the Contractor agree as follows:

1. The Purchasing Policies of the City of Cocoa allow for "piggybacking". Pursuant to this procedure, the City is allowed to piggyback an existing government contract. The parties agree that the Contractor has entered into a contract with Martin County Board of County Commissioners, a public agency in the state of Florida, and said contract being identified as: RFQ2025-3682 (said original contract being referred to as the "Original Government Contract").

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

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

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

B) Scope of Services. Pursuant to Section 1 of the Original Government Contract, the City and Contractor agree that the scope of services to be performed by Contractor under this Agreement is

identified in Exhibit 2 (Lawrence Lee Construction Services Quote, dated July 22th, 2026) and Exhibit 2 shall constitute a Work Order or Task Order.

C) Order of Precedence. Notwithstanding anything in the Original Government Contract to the contrary, in case of any inconsistency in any of the documents bearing on the Agreement between the OWNER and the CONTRACTOR, the inconsistency shall be resolved by giving precedence in the following order:

i. Change Orders

ii. Construction Rider

iii. Original Government Contract # RFQ2025-3682, Exhibits and Addenda

iv. Supplemental Terms and Conditions

v. General Terms and Conditions

vi. Engineering Plans and Drawings, if any

vii. RFQ for Utilities Plant Repair, Maintenance & Construction issued by Martin County Board of County Commissioners (RFQ2025-3682, dated July 1, 2025 (Notice to Award), including any subsequently issued Addenda

viii. Contractor's Quote

ix. Punchlist

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

i. *Substantial Completion.* The Work shall be substantially completed within One Hundred Fifty (150) calendar days after the date when the Contract Time begins to run.

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

ii. *Punchlist Creation and Acceptance*. No more than ten (10) calendar days following Substantial Completion, the CONTRACTOR shall provide to OWNER a draft Punchlist

detailing the remaining items and estimated cost of each required to render the Work complete, satisfactory, and acceptable. OWNER shall review the draft Punchlist and provide any comments to the CONTRACTOR. The OWNER and CONTRACTOR shall cooperate in the development of the Punchlist regarding both the items to be included and the estimated cost of each. The OWNER shall approve a final Punchlist within 30 calendar days of Substantial Completion for projects costing less than or equal to $10 million or 45 calendar days of Substantial Completion for projects costing over $10 million.

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

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

iii. *Final Completion*. The Work shall be finally completed, ready for Final Payment within thirty (30) calendar days after the date of delivery of the final, approved Punchlist, which shall be at least thirty (30) calendar days following the delivery of the final approved Punchlist.

iv. *Adverse Weather Conditions.* The parties acknowledge that the Contract Time provided in this subsection includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

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

if the CONTRACTOR has abandoned the Work. This provision binds Contractor's performance bond surety.

F) Contract Price. The OWNER will pay the CONTRACTOR in current funds for the performance of the work in accordance with the Contract Documents, subject to additions and deductions approved by Change Order, the Total Contract Price of One Hundred Sixty-One Thousand, Six Hundred Ninty Dollars ($161,690.00). This total includes both lump sum and allowance items which is consistent with the Original Government Contract and as provided in the Quote attached hereto as Exhibit 2.

Allowance items included in the Total Contract Price represent estimated cap amounts for designated scopes of Work. The CONTRACTOR shall not perform work, order materials, or bill for any allowance item without prior written approval from the OWNER. Payment for allowance items shall be based solely on actual, documented costs incurred, up to the maximum amount approved by the OWNER for that specific item. Any unused portion of an allowance will be deleted from the Contract Price at closeout via a final deductive Change Order.

CONTRACTOR agrees to accept the Contract Price, as adjusted by approved allowance expenditures and Change Orders, as full compensation for performing all Work, furnishing all Materials, and fulfilling all obligations embraced in the Contract Documents.

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

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

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

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

By email to accountspayable@cocoafl.org.

G) Indemnification. Notwithstanding anything in Exhibit "1" to the contrary, the Contractor shall indemnify, defend, and hold harmless the City, its City Commission members, employees, representatives, and attorneys from and against all claims, suits, actions, damages, losses, expenses, and/or causes of action including, but not limited to, economic loss, reasonable attorneys' fees, and expenses, arising out or, or in connection with this Agreement, provided that any such claims, suits, action, damages, losses, expenses, and or causes of action (1) is attributable to any person(s) claiming personal injury, bodily injury, sickness, disease, or death; or damage to tangible property, including loss or use; and (2) is caused or incurred in whole or in part by Contractor or any of its subcontractors, agents, or anyone directly or indirectly employed by Contractor, subcontractor, agents, regardless if caused in part by the City. This indemnification shall not apply to any claims, suits, actions, damages, losses, expenses, and/or a cause of action, arising from the City's sole gross negligence or intentional misconduct. For purposes of Contractor's indemnification obligation only, Contractor shall indemnify the City for claims made by the employees of Contractor against the City, and Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties. This paragraph shall survive the termination of this Agreement.

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

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

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

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

OWNER herein (____) designates or (__X__) does not designate an agent, i.e., an architect or engineer, that must approve any payment request or invoice before the payment request or invoice is submitted to OWNER for payment. If an agent must approve the payment request or invoice before the payment request or invoice is submitted to OWNER, payment is due 25 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. The CONTRACTOR may send OWNER an overdue notice. If the payment request or invoice is not rejected within 4 business days after delivery of the overdue notice, the payment request or invoice shall be deemed accepted, except for any portion of the payment request or invoice that is fraudulent or misleading. If an agent need not approve the payment request or invoice submitted by CONTRACTOR, payment is due 20 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. If OWNER disputes a portion of a payment request or an invoice, the undisputed portion shall be timely paid. OWNER shall reject payment requests or invoices in accordance with the procedure established in s. 218.735, Florida Statutes.

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

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

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

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

1. By mutual acceptance of a lump sum.

2. By unit prices named in the contract or subsequently agreed upon.
3. By cost and percentage or by cost and a fixed fee.

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

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

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

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

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

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

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

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

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

M) Public Records. Notwithstanding anything in Exhibit "1" to the contrary, if Contractor fails to comply with Section 119.0701, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Contractor's failure to comply with this Section, the City shall collect from Contractor prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Contractor. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Contractor's failure to comply with this Article.

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

N) Project Manager. The primary function of the OWNER is to provide the general administration of the contract. In performance of these duties, John Perrin, Senior Engineer, Utilities Department by email jperrin@cocoafl.gov or his authorized representative is the OWNER's Project Manager during the entire period of construction. The OWNER (CITY) may change the Project Manager during the term of this contract.

O) Guarantee. Notwithstanding anything in Exhibit "1" to the contrary, the CONTRACTOR hereby guarantees the Work to the full extent provided in the Plans, Specifications, General Conditions, Special Conditions and other Contract Documents. The CONTRACTOR shall remove, replace and/or repair

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

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

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

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

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

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

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

vi. E-Verify. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. City Contractors must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021, have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract and shall result in the immediate termination of the contract without penalty to the City. The City Contractor shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the City Contractor utilizes Subcontractors, the following shall apply:

a. Contractor shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.

b. Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

c. Contractor shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

vii. Trafficking. As a condition of this Agreement, the Service Provider shall attest under penalty of perjury that the Service Provider does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit as provided by the City. The Service Provider understands and affirms that Section 787.06(2), Florida Statutes, defines "coercion," "labor," and "services" as follows:

a. Definition of "Coercion": "Coercion" means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or

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

b. Definition of "Labor": "Labor" means that work of economic or financial value.

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

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

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

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

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

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

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

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

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

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

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

CITY:

Stockton Whitten, City Manager
Or Michael Blake, Mayor

Date: _____

ATTEST:

_____
City Clerk

Lawrence Lee Construction Services

[Name and Title of authorized signer]
Geoffrey L. Schmidt, President/CEO

Date: 8/3/2026

EXHIBIT 1

Martin County Board of County Commissioners

RFQ2025-3682

Utilities Plant Repair, Maintenance & Construction

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at www.martin.fl.us/accessibility-feedback

AGREEMENT BETWEEN COUNTY AND CONTRACTOR FOR CONSTRUCTION SERVICES

THIS AGREEMENT, effective this 12th day of August in the year, 2025, between:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, (hereinafter COUNTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996

AND the CONTRACTOR: (hereinafter CONTRACTOR)	Lawrence Lee Construction Services, Inc. 800 SE Lincoln Ave. Stuart, FL 34994
Contract Name:	Utilities Plant Repair, Maintenance & Construction
Contract Number:	RFQ2025-3682
Total Contract Value:	$5,000,000.00 (to all vendors combined over 5 years)
Contract Term:	Three (3) years plus two (2) optional one (1) year renewals Not-to-Exceed five (5) years

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ARTICLE 1
DEFINITIONS

1.1 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Actual Costs*.
   a. costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
   b. cost of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
   c. rental cost of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
   d. costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work;
   e. additional cost of field supervision and field office personnel directly attributable to the charge, exclusive of the cost of estimating, contract administration, and purchasing.

2. Addenda. Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

3. *Agreement.* The written instrument which is evidence of the agreement between COUNTY and CONTRACTOR covering the Work. Also referred to as "Contract".

4. *Bonds.* Performance bond and payment bond and other instruments of security, furnished by the CONTRACTOR and its surety in accordance with the Contract Documents and in accordance with the law of Florida.

5. *Change Order.* A written document which is signed by CONTRACTOR and COUNTY and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

6. *Claim.* Any action, change order, demand, invoice, lawsuit, request, or statement, for money, property, or services made to any agent, employee, or officer of the county. Claim does not include tort claims as that term is used in Section 768.28(5) Florida Statutes as amended from time to time.

7. *Contract Documents.* The Contract Documents establish the rights and obligations of the parties and include the following: Agreement (including Exhibits), entire bid package including Advertisement, all Addenda and Instructions to Bidders, CONTRACTOR'S completed Bid Form package, Notice of Award, Notice to Proceed, drawings, specifications, plans, data, studies, surveys, calculations, permit applications, estimates, photographs, reports, approved submittals, and other documents prepared by, through, or under CONTRACTOR that fix, depict or describe the size, quality and character of the Project, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Design Professional's written interpretations and clarifications issued

on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents.

8. *Contract Price.* The moneys paid to CONTRACTOR under Contract Documents, including the Design Fee and Construction Price.

9. *Contract Time.* The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by Design Professional's written recommendation of final payment.

10. *CONTRACTOR.* The individual or entity with whom COUNTY has entered into the Agreement.

11. *Day* means a calendar day unless noted otherwise.

12. *Design Professional* means collectively, the County's authorized agent, including but not limited to architects, engineers, consultants and professionals of record (duly licensed in the State of Florida) that perform services related to the design of any Work at the Project or portions thereof, or otherwise involved on the Project to review and test performance of various Project elements or confirm compliance thereof with any Plan Documents, or otherwise to provide recommendations or advice relating to the design of any portion of the Project.

13. *Drawings.* That part of the Contract Documents prepared or approved by a Design Professional that graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

14. *Effective Date of the Agreement.* The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

15. *Field Order.* A written order issued by COUNTY or its authorized agent, including but not limited to any Design Professional, which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

16. *Final Completion or Final Acceptance.* The completion of all Work called for under the Contract Documents, including, but not limited to, satisfactory operation of all equipment (other than COUNTY supplied equipment or facilities or those installed by separate CONTRACTORS); correction of all punch list items to the satisfaction of COUNTY, payment of all trade CONTRACTORS, subcontractors, and materialmen; settlement of all claims, if any; payment and release of all mechanic's, materialmen's, and similar liens; delivery of all guarantees, equipment operation and maintenance manuals, as-built drawings, certificate of occupancy, and all other required approvals and acceptances by any municipality within Martin County, Martin County itself, the State of Florida or other authorities or agencies having jurisdiction; and removal of all rubbish, tools, scaffolding, and surplus materials and equipment from the Work site.

17. *Notice to Proceed.* A written notice given by COUNTY to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

18. *Public Record.* Means " all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by [COUNTY]," Section 119.011(12) Fla. Stat. (2020), including but not limited to the transaction of official business between COUNTY and CONTRACTOR. .

19. *Samples.* Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

20. *Shop Drawings.* All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

21. *Specifications.* That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

22. *Substantial Completion.* The stage in construction when the Work can be utilized for the purposes for which it was intended, as well as the satisfaction of the following requirements: (1) the items that affect operational integrity and function of the Project must be capable of continuous use; (2) all permits and other regulatory requirements must be satisfied; and (3) a Certificate of Occupancy must be issued where one is required. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

23. *Surety*. The corporate body that is responsible for the CONTRACTOR in connection with the Work as set forth in the Bonds and that is included in the most recent United States Department of the Treasury List of Acceptable Sureties and authorized to issue surety bonds in Florida, and which maintains a surety rating of "A-" or better or equivalent rating by a nationally recognized rating agency.

24. *Underground Facilities.* All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

25. *Work.* Services as defined in each individual Work Order to be paid for in accordance with the unit prices indicated in CONTRACTOR's bid.

26. *Work Order.* A formal document that is dated, serially numbered, and executed by both the COUNTY and the CONTRACTOR in response to COUNTY's request for proposal, by which COUNTY accepts CONTRACTOR's proposal for specific Services and CONTRACTOR indicates a willingness to perform such specific Services under the terms and conditions specified in this AGREEMENT.

27. *Year* means 365 calendar days.

B. As used herein, the disjunctive “or” includes the conjunctive “and”. Further, the singular shall include the plural and vice versa.

ARTICLE 2
WORK/PRELIMINARY REQUIREMENTS

2.1 Work. CONTRACTOR agrees to furnish and complete all authorized and approved work, materials, supplies, tools, furnishings, fixtures, labor, services, equipment, site development, regulatory matters, testing surveying, engineering, landscaping, accounting, coordinating, and construction of the Project.

2.2 Commencement of Work and Notices To Proceed. The Date of Commencement of the Work shall be the date indicated in the Notice to Proceed. Notice to Proceed as to each Phase shall be issued by the Project Manager after the CONTRACTOR has delivered to the COUNTY the executed AGREEMENT, the Bonds and Insurance Certificates in accordance with the AGREEMENT, and the Board has approved this AGREEMENT. No Work shall be performed by the CONTRACTOR or its Professionals, subconsultants, or subcontractors, and no irrevocable commitments to vendors shall be made prior to the Date of Commencement, at which time, CONTRACTOR may commence to perform Work.

2.3 Nothing contained in any Work Order shall conflict with the terms of this AGREEMENT, and the terms of this AGREEMENT shall be deemed to be incorporated in each individual Work Order as if fully set forth therein. A Work Order shall contain the following:

a. A description of the specific Services to be performed, a schedule and amount of compensation to be paid with sufficient detail so as to identify all of the various elements of costs such as, labor rates by classification, hours for each classification, extended price, subcontracted labor (also broken out), material, other direct costs, overhead rate, indirect rate, and profit/fee. The sufficiency of such budget detail is subject to the approval of the COUNTY; and

b. Any other additional instructions or provisions relating to the specific Services authorized pursuant to each Work Order that do not conflict with the terms of this Agreement.

2.4 Preconstruction Conference(s). Immediately following the issuance of the Notice to Proceed the CONTRACTOR shall meet with the COUNTY for review and acceptance of the CONTRACTOR’S initial submittals, CPM Schedule, Final Schedule of Values, personnel and Subcontractor list, to review mobilization requirements, to establish procedures for handling shop drawings and other Submittals and Applications for Payment, and to establish a working understanding among the parties as to the Work.

2.5 Assumption of Risks. CONTRACTOR shall become familiar with and prepare for the normal weather conditions existing in Martin County, Florida. Normal weather conditions are expected to impact the Work in numerous ways, including but not limited to, delays during and after periods of rainfall, temporary flooding and ponding, wet ground, high winds and debris. CONTRACTOR’S Contract Price and Project Schedule, and any subsequent approved revisions thereto, shall sufficiently anticipate and include normal weather Days as reflected by 10-year average of historical records produced by the National Weather Service. Additionally, the CONTRACTOR assumes the risk for all costs associated with concealed Site conditions which are foreseeable through the exercise of due diligence. Again, it shall be the obligation of

CONTRACTOR to fully investigate the Site and provide sufficient contingency amounts for conditions which are foreseeable.

2.6 Requirement to E-Verify. ***As a condition precedent to entering into this AGREEMENT***, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

A. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.
B. The COUNTY, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat., or the provisions of this section shall terminate the contract with the person or entity.
C. The COUNTY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
D. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(5)(d), Fla. Stat. Contractor acknowledges that upon termination of this AGREEMENT by the COUNTY for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the COUNTY as a result of termination of any contract for a violation of this section.
E. *Subcontracts.* Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

ARTICLE 3
CONTRACT PRICE

The OWNER shall pay the CONTRACTOR for the performance of Work outlined in each individual Work Order issued in accordance with the Contract Documents, the fixed Contract Price outlined in each individual Work Order, based on the unit costs in the Bid. The obligations of the OWNER under this Agreement are subject to the availability of funds lawfully appropriated for the Project by the Board of County Commissioners of Martin County.

ARTICLE 4
CONTRACTOR RESPONSIBILITIES

4.1 CONTRACTOR represents that it has familiarized itself with, and assumes full responsibility for having familiarized itself with, the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that it

has correlated its study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that it has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as it deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that it has correlated the results of all such data with the requirements of the Contract Documents.

4.2 The CONTRACTOR shall give all notices and comply with all municipal, local, state and federal laws, ordinances, codes, rules, licenses, and regulations applicable to the Work. If the CONTRACTOR observes that any of the AGREEMENT is contradictory to such laws, rules, and regulations, it shall notify the Project Manager promptly in writing. If the CONTRACTOR performs any Work that it knows or should have known to be contrary to such laws, ordinances, rules, and regulations, it shall bear all related costs.

4.3 CONTRACTOR acknowledges that its duties hereunder shall not be excused or discharged in any respect based on the incompleteness or inaccuracy of any such documents or materials.

4.4 CONTRACTOR shall be responsible to the COUNTY for acts and omissions of CONTRACTOR and CONTRACTOR'S agents, employees, professionals, subconsultants, subcontractors, and all other parties performing Work by, through and under CONTRACTOR.

4.5 CONTRACTOR shall be responsible for the management, coordination and supervision of all construction means, methods, techniques, sequences and procedures for completion of the Work.

4.6 The CONTRACTOR agrees to bind specifically every Professional, subconsultant and subcontractor to the applicable terms and conditions of the AGREEMENT, for the benefit of the COUNTY.

4.7 CONTRACTOR represents that it is fully experienced and properly qualified to perform the Work under the Contract Documents and that it is properly licensed, equipped, organized and financed to perform such Work.

4.8 CONTRACTOR shall act as an independent CONTRACTOR and not as the agent of COUNTY. The CONTRACTOR shall supervise and direct the Work and shall be solely responsible for the means, methods, techniques, sequences and procedures of construction subject to compliance with the Contract Documents.

4.9 The CONTRACTOR shall employ and maintain a full-time on-site Superintendent who shall have been designated in writing by the CONTRACTOR and pre-approved by the COUNTY. The Superintendent shall be dedicated to this the Project full time and shall have full authority to act on behalf of the CONTRACTOR in supervising the project and to obtain authority timely when necessary, for example, for change orders. The Superintendent shall be capable of properly interpreting the Contract Documents and be thoroughly experienced in the type of work being performed. The Superintendent shall have full authority to receive instructions from the Design Professional and to execute the orders or directions of the Design Professional, including promptly supplying any materials, tools, equipment, labor, and incidentals that may be required. The Superintendent shall be provided regardless of the amount of work sublet. The Superintendent shall speak and understand English, and the CONTRACTOR shall maintain at

least one other responsible person who speaks and understands English, on the project during all working hours. All communications given to the Superintendent shall be as binding as if given to the CONTRACTOR. Nothing contained herein shall be construed as modifying the CONTRACTOR's duty of supervision and fiscal management as provided by Florida law. The COUNTY shall have the right of direct removal of any Authorized Representative of the CONTRACTOR. Any change in the Superintendent of the CONTRACTOR assigned to the Project shall be subject to the COUNTY's prior written approval. The Authorized Representative shall have full authority to receive instructions from the Owner and/or Design Professional, and to execute the orders or directions of the Owner and/or Design Professional, including promptly supplying any materials, tools, equipment, labor, and incidentals that may be required. The Superintendent shall provide such superintendence regardless of the amount of work sublet.

4.10 The CONTRACTOR shall not employ any subcontractor or Consultant against whom the COUNTY may have reasonable objection.

4.11 The CONTRACTOR shall keep at least one record copy in hard copy and one in electronic format of all Contract Documents on-site in good order and annotated to show all changes made during the construction process. Final acceptance of the Work will be withheld until all such modifications have been properly inserted electronically into the design documents (thus creating "As-Built Documents") and provided to the COUNTY, and the COUNTY approves those As-Built Documents.

4.12 The CONTRACTOR shall provide the COUNTY two copies of the Record Drawings verifying the as-built conditions for all installed and constructed components of the Work, including, but not limited to, the surface water management, traffic control, lighting, water distribution, and wastewater collection systems. The Record Drawings, which shall be signed and sealed by a Professional Engineer or Surveyor and Mapper, licensed in the State of Florida, must demonstrate to the Project Manager that the Project components were constructed in substantial conformance with the approved Construction Plans and applicable permits and that the Project will function as designed and intended. The Record Drawings must be certified based on an As-Built Survey prepared in accordance with the Standards of Practice established in Florida Administrative Code (FAC) 5J-17.051 and 5J-17.052. If the Project Manager determines that the as-built conditions of one or more components are not constructed in substantial conformance with the approved Construction Plans or that the Record Drawings do not sufficiently demonstrate conformance with the Construction Plans, one set of the Record Drawings will be returned to the CONTRACTOR that identify the deficient component(s) of the Work. The CONTRACTOR shall correct the component(s) or the Record Drawing in the timeframes set forth in Article 6 of this Agreement. Upon acceptance by the Project Manager, the CONTRACTOR shall provide the COUNTY with one (1) copy of the Record Drawings electronically in AutoCAD® and Adobe Acrobat®. The Adobe Acrobat® file shall be a replica of the signed and sealed Record Drawing. Unless the COUNTY agrees otherwise in writing, the Adobe Acrobat® file shall be digitally signed by the Professional Engineer or Surveyor and Mapper, licensed in the State of Florida.

4.13 The CONTRACTOR shall, at its expense, attend any and all meetings called by COUNTY to discuss the Work under the Contract.

4.14 CONTRACTOR shall deliver to the COUNTY both prior to commencing the Project and also at the completion of the Project and before receipt of Final Payment, a DVD video of the Project showing the site before Work is commenced, the site as it progresses on a monthly basis, and after Work has been completed. CONTRACTOR shall identify on the videos the

station numbers as those areas of the Project are taped, as well as the date recorded. The cost of the recording is included in the bid submitted by the CONTRACTOR.

4.15 CONTRACTOR shall not establish and shall not allow its employees to engage in any commercial activities on the Project site unrelated to the Project/Work Order.

4.16 The CONTRACTOR shall, at its expense, arrange for, develop and maintain all utilities in Work areas to meet the requirements of the Contract. Such utilities shall be furnished by CONTRACTOR at no additional cost to the COUNTY, and shall include, but not be limited to, the following: public telephone service for the CONTRACTOR'S use; construction power as required at each point of construction; and water as required throughout the construction. Prior to final acceptance of the Work the CONTRACTOR shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of the Contract. The COUNTY will assume the utility costs directly related to its usage of areas in which it has taken Beneficial Occupancy.

4.17 The CONTRACTOR shall be responsible for the proper maintenance, control, and detour of traffic in the area of construction, during the course of construction. All traffic control and maintenance procedures shall be in accordance with the requirements of either the Florida Department of Transportation, Martin County, or the local municipality, within their respective area of jurisdiction. It shall be the CONTRACTOR'S responsibility, as Bidder, prior to submitting its Bid, to determine the requirements of these agencies so that its Proposal reflects all costs to be incurred. No claims for additional payment will be considered for costs incurred in the proper maintenance, control, detour and protection. The CONTRACTOR shall notify all such agencies and the COUNTY at least seven (7) days in advance of any traffic detour. The CONTRACTOR shall notify all such agencies and the COUNTY at least fourteen (14) days in advance of any road closure.

4.18 The CONTRACTOR is responsible for adequate drainage at all times. Existing functioning storm sewers, gutters, ditches, and other run-off facilities shall not be obstructed.

4.19 Fire hydrant on or adjacent to the highway shall be kept accessible and no obstruction shall be placed within fifteen feet (15') of any hydrant.

4.20 Heavy Equipment shall not be operated close enough to pipe headwalls or other structures to cause their displacement.

4.21 Where the COUNTY determines it to be necessary for maintaining the security of livestock or adjacent property or for protection of pedestrians, the CONTRACTOR shall erect and operate under temporary security fencing. Permanent fencing shall be addressed as required by the Plans and Specifications.

4.22 CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of Work under this Agreement.

ARTICLE 5
PAYMENT

5.1 Schedule of Values; Retainage

The CONTRACTOR's Unit Price Proposal for each Work Order shall serve as the schedule of values for basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the COUNTY. Progress payments on account of Work will be based on the number of units completed. The schedule of values shall be approved by the County prior to commencement of the project, that is, before the first Notice to Proceed. Pursuant to Section 255.078(1), Florida Statutes, the COUNTY will withhold from each progress payment made to the CONTRACTOR the amount of 5% of the payment as retainage. Pursuant to Section 255.078(3), Florida Statutes, the COUNTY may elect not to pay or release any amounts (such as retainage) that are the subject of a good faith dispute in writing, the subject of a claim brought pursuant to Section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the COUNTY or CONTRACTOR.

5.2 Method of Payment and Payment

5.2.1. CONTRACTOR may submit invoices for compensation no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after expiration or earlier termination of this Agreement. Invoices shall designate the services performed and, as applicable, the personnel, hours, tasks, or other details as requested by COUNTY.

5.2.2. Any invoice submitted by CONTRACTOR shall be in accordance with the schedule of values minus any agreed upon retainage. Retainage amounts shall only be invoiced to COUNTY upon completion of all services.

5.2.3. COUNTY shall pay CONTRACTOR within twenty-five (25) days of CONTRACTOR's approved invoice. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement. COUNTY may withhold payment, in whole or in part, for failure of CONTRACTOR to comply with a term, condition, or requirement of this Agreement.

5.2.4. CONTRACTOR shall pay subcontractors and suppliers within ten (10) days following receipt of payment from COUNTY for such subcontracted work or supplies. CONTRACTOR agrees that if it withholds an amount as retainage from subcontractors or suppliers, it will release such retainage and pay same within ten (10) days following receipt of payment of retained amounts from COUNTY. Failure to pay a subcontractor or supplier in accordance with this subsection shall be a material breach of this Agreement, unless CONTRACTOR demonstrates to COUNTY's satisfaction that such failure to pay results from a bona fide dispute with the Subcontractor or supplier and, further, CONTRACTOR promptly pays the applicable amount(s) to the subcontractor or supplier upon resolution of the dispute. CONTRACTOR shall include requirements substantially similar to those set forth in this subsection in its contracts with subcontractors and suppliers.

5.3 CONTRACTOR'S Warranty of Title. The CONTRACTOR warrants and guarantees that title to all Work covered by an Application for Payment, whether incorporated in the Work or not, shall pass to the COUNTY prior to the making of the Application for Payment, free and clear of all liens, claims, security interests, purchase money security interest, chattel paper or

encumbrances of any nature whatsoever ("Liens").

5.4 The CONTRACTOR shall promptly pay all Subcontractors, laborers, materialmen, and suppliers upon receipt of payment from the COUNTY, out of the amount paid to the CONTRACTOR on account of such person's portion of the Work, the amount to which such person is entitled, reflecting percentages actually retained from payments to the CONTRACTOR on account of such person's portion of the Work. The CONTRACTOR shall, by appropriate agreement with each Subcontractor or other person, require each subcontractor or other person to make payments to Sub-subcontractors in similar manner.

5.5 A Certificate of Payment, a progress payment, or partial or entire use of the Project by the COUNTY shall not constitute acceptance of Work not in accordance with the Contract Documents.

5.6 In accordance with the provisions of Florida Statutes section 255.05, where the CONTRACTOR requires a waiver from laborers, materialmen, subcontractors, or sub-subcontractors (as each such term is defined by Florida Statutes section 713.01) of the right to make a claim against the Payment Bond in exchange for, or to induce payment of, a progress payment or a final payment; such waivers shall comply with the form set forth in Florida Statutes section 255.05 as amended from time to time. Written consent from the surety in a form acceptable to the County regarding the project or payment may be given in lieu of waivers.

5.7 If one or more "Notice of Non-Payment" is received by the COUNTY, no further payments will be approved until non-payment(s) have been satisfied and a "Release of Claim" for each "Notice" has been submitted to the COUNTY. Upon request, CONTRACTOR shall furnish acceptable evidence that all such claims or liens have been satisfied. If CONTRACTOR fails to satisfy the nonpayment, COUNTY may make payment and back charge CONTRACTOR for any and all costs associated with such payment.

5.8 Progress. If at any time during the progress of Work, CONTRACTOR'S actual progress is inadequate to meet the requirements of the Contract, COUNTY may, but is not required to, notify CONTRACTOR to implement some or all of the following remedial actions at the sole cost and expense of CONTRACTOR:

1. Increase construction manpower in such quantities and crafts as necessary to eliminate the schedule progress deficiency;

2. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the schedule progress deficiency;

3. Reschedule the Work in conformance with the specification requirements.

5.9 Neither such notice by COUNTY nor COUNTY'S failure to issue such notice shall relieve CONTRACTOR of its obligation to achieve the quality of Work and rate of progress required by the Contract.

ARTICLE 6
TIME OF PERFORMANCE

6.1 Time is of the essence under this Agreement.

6.1.1 Substantial Completion

The following items, as applicable, shall be completed prior to an inspection for Substantial Completion:

1. All general construction completed, and the project components shall be clean, and all systems fully functional.

2. All mechanical and electrical Work substantially complete, fixtures in place, connected, cleaned and usable.

3. All electrical circuits shall be scheduled in panels, and all panels and disconnect switches properly labeled.

4. All painting shall be completed; all signs installed.

5. All floors, glass and metal Work shall be cleaned.

6. All finish hardware shall be installed, and all doors shall be in good Working order.

7. Project site shall be cleared of the CONTRACTOR'S excess equipment, temporary facilities, trailers, and/or building supplies. All temporary construction shall be removed, and all Sitework completed.

8. All operations and maintenance manuals for all equipment shall have been submitted.

9. Manufacturers certifications, warranties, and current as-builts shall be delivered to COUNTY.

10. All operations and maintenance training related literature, software and back-up electronic files have been provided.

11. All required spare parts, materials, as well as any special measuring devices and tools shall have been provided to COUNTY.

12. All air and water balancing reports shall have been submitted.

13. All keys and blanks shall have been provided.

6.1.2 When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify COUNTY in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that the COUNTY or COUNTY's authorized agent issue a certificate of Substantial Completion. Promptly thereafter, COUNTY and CONTRACTOR, and Architect/Engineer shall make an inspection of the Work to determine the status of completion. For the purpose of this Contract, and for the compliance of those procedures, duties and obligations as set forth in Florida Statutes §218.70 et. seq. and §218.735 et. seq. the term "Substantial Completion" is defined as that point where

COUNTY is able to enjoy beneficial occupancy of the Work and where the Work has achieved that level of completion such that COUNTY is able to utilize the entire Project for its intended purposes, including but not limited to the completion of all specified systems and items relating to life, safety and regulatory use, with the exception of incidental or incomplete items except where a lack of completion of such incidental or incomplete items of Work will adversely affect the complete operation of other areas of the Work. Additional conditions (if any) needed to achieve Substantial Completion of the Work and which are project specific are as set forth in attached Exhibits. If COUNTY does not consider the Work substantially complete, COUNTY will notify CONTRACTOR in writing giving the reasons therefore. If COUNTY considers the Work substantially complete, COUNTY will issue a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. If COUNTY considers the Work substantially complete, then, for construction projects having an estimated cost of less than 10 million dollars:

A. The intent of this section is for the COUNTY and the CONTRACTOR to cooperate to develop a Final Punchlist no later than 30 (thirty) days from the date of reaching Substantial Completion.

B. Within 5 (five) days of Substantial Completion of the Project, the CONTRACTOR shall schedule a walkthrough with the COUNTY ("Punchlist Walkthrough"). The purpose of the Punchlist Walkthrough is to 1) determine that the project has achieved Substantial Completion, and if so, to develop a Punchlist of items to be performed by the CONTRACTOR, based upon observations made jointly between the CONTRACTOR and the COUNTY during the Punchlist Walkthrough and 2) to establish an estimated cost to complete each item on the Punchlist. The COUNTY may include within such cost estimation the total costs for completing such item of work, including the administrative costs as well as costs to address other services needed or areas of work which may be affected in order to achieve full completion of the Final Punchlist item. The COUNTY shall issue the Final Punchlist, including the estimated cost for each item, within 30 (thirty) days of the Substantial Completion date

C. The CONTRACTOR shall endeavor to address and complete as many items as possible noted on the Punchlist either during the Punchlist Walkthrough itself or within 20 (twenty) days from the date of the Punchlist Walkthrough.

D. No more than 20 (twenty) days following the issuance of the Final Punchlist, the CONTRACTOR shall again initiate and request a second walkthrough ("Final Walkthrough") of the Project with the COUNTY. The purpose of the Final Walkthrough is to identify which items on the Punchlist remain incomplete and to supplement that list as legally necessary (based, for example, upon work which may have been damaged as a result of the CONTRACTOR's performance of completion of items contained on the Punchlist.

E. The CONTRACTOR shall complete the Final Punchlist items within 30 (thirty) days of the date of its issuance by the COUNTY.

F. Within twenty (20) business day after the Punchlist is created, the COUNTY must pay the contractor the remaining contract balance less an amount equal to 150% of the estimated cost to complete any items remaining on the Punchlist.

G. The CONTRACTOR acknowledges and agrees that no item contained on the Final Punchlist shall be considered a warranty item until such time as: (i) the Final Punchlist is 100% (one hundred percent) complete; and (ii) the COUNTY has been able to operate or utilize the affected Punchlist item for 15 (fifteen) days, whichever occurs last.

H. The CONTRACTOR acknowledges and agrees that the COUNTY may, at their option, during performance of the Work and prior to Substantial Completion, issue lists of identified non-conforming or corrective work for the CONTRACTOR to address. The intent of any such lists prior to Substantial Completion is to streamline the Punchlist process upon achieving Substantial Completion, and to allow for the CONTRACTOR to address needed areas of corrective work as they may be observed by the COUNTY during performance of the Work.

6.1.3 If Substantial Completion has not been obtained at the Punchlist Walkthrough inspection called by the CONTRACTOR, for reasons that are the fault of the CONTRACTOR, the cost of any subsequent inspections requested by the CONTRACTOR for the purpose of determining Substantial Completion shall be at the cost of the CONTRACTOR and shall be assessed against the final payment application. Punch list items recorded as a result of inspections for Substantial Completion are to be corrected by the CONTRACTOR within the timeframe established.

6.1.4 COUNTY shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but COUNTY shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

6.2 Partial Utilization

A. Use by COUNTY at COUNTY'S option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which COUNTY, Design Professional, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by COUNTY for its intended purpose without significant interference with CONTRACTOR'S performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. COUNTY at any time may request CONTRACTOR in writing to permit COUNTY to use any such part of the Work which COUNTY believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to COUNTY and Design Professional that such part of the Work is substantially complete and request Design Professional to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify COUNTY and Design Professional in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request Design Professional to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, COUNTY, CONTRACTOR, and Design Professional shall make an inspection of that part of the Work to determine its status of completion. If Design Professional does not consider that part of the Work to be substantially complete, Design Professional will notify COUNTY and CONTRACTOR in writing giving the reasons therefore.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with this Agreement regarding property insurance.

6.3 Final Inspection

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, Design Professional will promptly make a final inspection with COUNTY and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

6.4 Final Payment

A. Application for Payment

1. After CONTRACTOR has, in the opinion of Design Professional, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents, current as-builts, and other documents.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to COUNTY) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens and as approved by COUNTY, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which COUNTY or COUNTY'S property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to COUNTY to indemnify COUNTY against any Lien.

B. Review of Application and Acceptance

1. If, on the basis of Design Professional’s observation of the Work during construction and final inspection, and Design Professional’s review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Design Professional is satisfied that the Work has been completed and CONTRACTOR’S other obligations under the Contract Documents have been fulfilled, Design Professional will, within ten days after receipt of the final Application for Payment, indicate in writing Design Professional’s recommendation of payment and present the Application for Payment to COUNTY for payment. At the same time Design Professional will also give written notice to COUNTY and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, Design Professional will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Upon completion of all items on the punchlist, final payment is due twenty-five days after the payment request or invoice is stamped as received by County, Payment on a corrected payment requests, must be paid or rejected ten (10) days after the date the corrected payment request or invoice is stamped as received; or

2. If a good faith dispute made in writing exists as to whether one or more items identified on the list have been completed pursuant to the contract, the COUNTY may continue to withhold an amount not to exceed 150 percent of the total costs to complete such items.

6.5 If Substantial Completion is not obtained at the inspection called by the CONTRACTOR, for reasons that are the fault of the CONTRACTOR, the cost of any subsequent inspections requested by the CONTRACTOR for the purpose of determining Substantial Completion shall be at the cost of the CONTRACTOR and shall be assessed against the final payment application. Punch list items recorded as a result of inspections for Substantial Completion are to be corrected by the CONTRACTOR within the timeframe established.

ARTICLE 7
LIQUIDATED DAMAGES; FORCE MAJEURE

7.1 Milestones, milestone completion dates and applicable liquidated damages shall be in accordance with the Work Order.

7.2 Upon failure of the CONTRACTOR to Finally Complete the Agreement/Work Order within the specified period of time, plus approved time extensions, the CONTRACTOR shall pay to the COUNTY daily liquidated damages in the amount shown on Page 1 of this Agreement to reflect the COUNTY's estimated damages resulting from the delay to Final Completion.

7.3 Milestones, milestone completion dates, and applicable Liquidated Damages shall be in accordance with the Contract Documents.

7.4 If the milestones are not strictly complied with, then Liquidated Damages will be assessed against the CONTRACTOR, which are agreed upon, and it is further agreed that such Liquidated Damages bear a reasonable relationship to damages to be incurred by the COUNTY, and are not a penalty.

7.5 Force Majeure. A party shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is beyond the reasonable control of a party, materially affecting the performance of any of its obligations under this agreement, and could not reasonably have been foreseen or provided against, but will not be excused for failure or delay resulting from only general economic conditions or other general market effects. If either party invokes this provision to avoid performance of any obligation under this Agreement and a Court determines that party wrongfully invoked this provision to evade performance of such an obligation, the aggrieved party shall be entitled to its reasonable attorney's fees and costs for obtaining the Court's determination of the same.

ARTICLE 8
CLAIMS FOR ADDITIONAL TIME

8.1 If the CONTRACTOR'S performance of this Contract is delayed: i) which delay is beyond the reasonable control and without the fault or negligence of the CONTRACTOR or its

subcontractors; or ii) by changes ordered in the Work, and in either event where such delay or change in the Work affects the critical path, then the Contract Time shall be extended by Change Order as determined by the COUNTY . If the CONTRACTOR wishes to make Claim for an increase in the Contract Time, CONTRACTOR shall provide COUNTY a written notice of claim upon discovering the cause of the alleged delay. Such notice of claim shall include the following information, or else be waived:

1. Nature of the delay or change in the Work;

2. Dates of commencement and cessation of the delay or change in the Work;

3. Activities on the current progress schedule affected by the delay or change in the Work;

4. Identification and demonstration that the delay or change in Work affects the critical path;

5. Identification of the source of delay or change in the Work;

6. Anticipated extent of the delay or change in the Work; and

7. Recommended action to minimize the delay.

8.2 The CONTRACTOR shall not be entitled to any extension of time for delays resulting from any cause unless CONTRACTOR shall have notified the COUNTY in writing within seven (7) days of commencement of the delay.

8.3 No Damages for Delay; Exclusive Remedy. The CONTRACTOR shall not be entitled to and hereby waive any and all claims for damages which they may suffer by reason of delay, acceleration, loss of efficiency, or other related time or impact-based claims (hereinafter collectively "delay") or for delay attributable to any foreseen or unforeseen condition, or for delays claimed to be the result of active, intentional, knowing or passive interference by the COUNTY , Architect, Design Professional, or its agents, and waives damages which it may suffer by reason of such claims for lost profits, loss or impairment of bonding capacity, destruction of business, extended overhead, supervision, extended, unabsorbed home office overhead; the extension of time granted herein being the CONTRACTOR'S sole remedy, with the exception that in the event of demonstrated critical, compensable, non-concurrent delay suffered by the CONTRACTOR, the CONTRACTOR may claim as its sole and exclusive remedy any associated, extended direct jobsite general conditions expended by the CONTRACTOR (hereinafter "applicable extended general conditions") in a sum not to exceed $250.00 per each day of delay. Apart from extensions of time or acceleration costs approved by COUNTY and any applicable extended general conditions, no payment of claim for delay damages shall be made to the CONTRACTOR as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Work, whether such delay be avoidable or unavoidable. Notwithstanding anything herein to the contrary, provided CONTRACTOR have otherwise satisfied the requirements of this Contract, the CONTRACTOR shall be entitled to an increase in the Contract sum based upon approved general condition, insurance, and bond premium costs resulting from delays for which the Design Professional has approved by Change Order. an extension of time for performance; provided, however, COUNTY shall not be required to pay such additional amounts for any days following the date on which CONTRACTOR

achieves Final Completion for the appropriate portion of the Work.

ARTICLE 9
SITE CONDITIONS

9.1 Field Measurements. Before undertaking each part of the construction, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to the COUNTY any conflict, error or discrepancy which CONTRACTOR or any of its Subcontractors or Suppliers may discover and shall obtain a written interpretation or clarification from COUNTY before proceeding with any Work affected. CONTRACTOR shall remain liable to COUNTY for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents prepared by CONTRACTOR.

9.2 Differing Site Conditions. The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the COUNTY in writing of: (l) subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or (2) unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Contract. The COUNTY will promptly investigate the conditions, and if it finds that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly. CONTRACTOR'S failure to provide notice upon discovery of the differing site condition shall waive any entitlement to such an adjustment in the Contract Price or Contract Time.

ARTICLE 10
INDEMNIFICATION

The CONTRACTOR hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether employees of any tier of the CONTRACTOR, its SUBCONTRACTS, CONSULTANTS or SUPPLIERS or otherwise, and to all property caused by, resulting from, arising out of or occurring in connection with the execution of the Contract, or in preparation for the work and services under this Contract, or any extension, modification, or amendment thereto by change order to otherwise.

CONTRACTOR hereby agrees to indemnify and hold harmless MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, its officers and employees from liabilities, damages, lawsuits, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in the performance of the Construction Contract.

ARTICLE 11
TERMINATION

11.1 Notwithstanding any other provision of this Contract, the CONTRACTOR may be held in default of its contractual obligation under this Contract if the CONTRACTOR:

1. refuses or fails to supply enough properly skilled workers or proper and sufficient materials and equipment;

2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the CONTRACTOR and the Subcontractors;

3. disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;

4. performs Work that does not conform to Contract Documents requirements;

5. fails to meet the Contract schedule or fails to make progress on the Work so as to endanger performance of the Contract;

6. abandons or refuses to proceed with any or all Work; or

7. otherwise breaches, fails to comply fully with, or is in default of any provision of the Contract Documents.

11.2 The COUNTY must provide written notice to the CONTRACTOR notifying it that the COUNTY is declaring it in default and providing the CONTRACTOR with five (5) days after receipt of such written notice of default, to cure such default. In the event that the CONTRACTOR fails to cure the default within the five (5) day default period, the COUNTY may:

1. take possession of the Work site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the CONTRACTOR;

2. accept assignment of subcontracts pursuant to this Agreement; and

3. finish the Work by whatever reasonable method the COUNTY may deem expedient, and charge all completion costs against any monies owed or to be owed to CONTRACTOR, or back charge CONTRACTOR for any and all such completion costs, or

4. terminate the CONTRACTOR and hire a completion CONTRACTOR to finish the Work by whatever reasonable method the COUNTY may deem expedient, and charge all completion costs, including costs for construction, architectural, engineering, project management, and any other expenses, against any monies owed or to be owed to CONTRACTOR, or back charge CONTRACTOR for any and all such completion costs, or

5. set off any and all such completion costs against any monies then due or to become due on any other projects that the COUNTY has with CONTRACTOR.

11.3 Upon default, CONTRACTOR shall not be entitled to receive further payment until the Work is finished.

11.4 If, after notice of termination, it is determined for any reason that the CONTRACTOR was not in default, or that the delay was excusable under the provisions of the Contract Documents, the rights and obligations of the parties shall be the same as if the notice of termination had been a Termination by the COUNTY for Convenience.

11.5 Pursuant to Section 287.135, F.S., the COUNTY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have

submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

11.6 Termination by the COUNTY for Convenience. Notwithstanding any other provision to the contrary in the Contract Documents, the COUNTY reserves the right at any time and in its sole and absolute discretion to terminate the services of the CONTRACTOR with respect to the Work by giving written notice to the CONTRACTOR. In such event, the CONTRACTOR shall be entitled to, and the COUNTY shall reimburse the CONTRACTOR for, an equitable portion of the Contract Price based on the portion of the Work completed prior to the effective date of termination and for any other reasonably expended costs attributable to such termination. However, CONTRACTOR shall not be entitled to receive its anticipated profits for any unperformed Work.

11.7 Should the CONTRACTOR'S Contract be terminated for any reason, the CONTRACTOR shall, at no additional cost to the COUNTY, give written permission to the COUNTY to utilize all design documents necessary for the purpose of completing the Project with another CONTRACTOR.

ARTICLE 12
SUSPENSION OF WORK

The COUNTY may, without cause, order the CONTRACTOR in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the COUNTY may determine.

ARTICLE 13
CHANGES IN THE WORK

13.1 The COUNTY may, at any time or from time to time, order additions, deletions or revisions in the Work. Upon request of the COUNTY, a request for proposal will be issued to the CONTRACTOR detailing the proposed additions, deletions or revisions to the Work. The request for proposal shall include such details as man-hours, man-hour rates, quantities, quantity unit rates, equipment, equipment unit rates and mark-ups. The CONTRACTOR shall complete and return the request for proposal to the COUNTY within ten (10) days from receipt thereof. The request for proposal shall include any increases or decreases in Contract Time or Contract Price and shall include any additional modifications required by virtue of the requested change, whether or not such additional modifications were specifically identified in the request for proposal. The request for proposal may then be: 1) issued as a Change Order in accordance with the provisions of the Contract Documents; 2) modified and thereafter issued as a Change Order in accordance with the provisions of the Contract Documents; or 3) withdrawn.

13.2 The COUNTY may authorize minor changes or alterations in the Work not involving extra cost or time and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alterations authorized by the COUNTY entitles it to an increase in the Contract Price or extension of Contract Time, it shall treat the Field Order as a request for proposal and issue a proposal for the changes in Contract Price and Contract Time prior to proceeding with the Work covered in the Field Order. The procedures outlined in the Contract Documents shall then be followed. Acceptance of the Final Payment by the CONTRACTOR shall constitute acknowledgment by

the CONTRACTOR that all payments due for modifications required under Field Orders have been incorporated into the Final Payment.

13.3 Additional Work performed by the CONTRACTOR without authorization of a written Change Order will not entitle it to an increase in the Contract Price or an extension of the Contract Time.

13.4 It is the CONTRACTOR'S responsibility to notify its Surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly. The CONTRACTOR shall furnish proof of such adjustment to the COUNTY.

13.5 The COUNTY may, at any time, without notice to the Surety, by Field Order or by properly executed Change Order, make any change in the Work within the general scope of the Contract Documents, including but not limited to changes:

A. in the Drawings and designs, and Specifications;
B. in the method or manner of performance of the Work;
C. in the COUNTY -furnished facilities, equipment, materials, services or site; or
D. directing acceleration in the performance of the Work.

13.6 Except as herein provided, no order, statement, or conduct of the COUNTY shall be treated as a Change Order or Field Order or entitle the CONTRACTOR to an equitable adjustment hereunder.

13.7 No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

13.8 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price, except for additional design services, shall be determined in one of the following ways at the sole discretion of the COUNTY:

A. where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved;
B. by negotiated lump sum; or
C. cost plus. If this option is selected, COUNTY reserves the right to request any and all documentation from CONTRACTOR in support of its foregoing actual costs, and CONTRACTOR agrees promptly to supply such information.

13.9 For changes in the Work performed by CONTRACTOR’s own forces, CONTRACTOR shall be entitled to a percentage mark-up for actual costs as defined in Section 1 of ten (10) percent.

13.10 For changes in the Work performed by subcontractors, (a) the subcontractor shall be entitled to mark-up the cost of the change(s) by ten (10) percent, and (b) the CONTRACTOR shall be entitled to mark-up the subcontractor’s total by five (5) percent.

ARTICLE 14
MATERIALS, EQUIPMENT AND WORKMANSHIP; SUBSTITUTIONS

14.1 Only new, unused items of recent manufacture, of designated quality, free from defects, will be accepted. Rejected items shall be removed immediately from the Work and replaced with items of specified quality. Failure by COUNTY to order removal of rejected materials and equipment shall not relieve CONTRACTOR from responsibility for quality of the materials supplied nor from any other obligation under the Contract Documents.

14.2 No Work defective in construction or quality, or deficient in meeting any requirement of the Contract Drawings and Specifications will be acceptable regardless of COUNTY'S failure to discover or to point out defects or deficiencies during construction; nor will the presence of field representatives at the Work or the satisfaction of the WORK meeting applicable code requirements relieve CONTRACTOR from responsibility for the quality and securing progress of Work as required by the Contract Documents.

14.3 Prior to proposing any substitute item, CONTRACTOR shall satisfy itself that the item proposed is, in fact, equal or better to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of such item will be in COUNTY'S interest, and will in no way have a detrimental effect upon the Project completion date and schedule.

14.3.1 The burden of proof of equality of a proposed substitution for a specified item shall be upon CONTRACTOR. CONTRACTOR shall support its request with sufficient test data and other means to permit COUNTY to make a fair and equitable decision on the merits of the proposal. CONTRACTOR shall submit drawings, samples, data and certificates and additional information as may be required by the COUNTY for proposed substitute items as required by the Contract Documents.

14.3.2 Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. COUNTY will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified.

14.3.3 CONTRACTOR shall allow an additional 15 days for COUNTY'S review of substitutions. All requests for substitutions with submittal data must be made at least fifty (50) days prior to the time CONTRACTOR must order, purchase or release for manufacture or fabrication. Approval of a substitution shall not relieve CONTRACTOR from responsibility for compliance with all requirements of the Contract. CONTRACTOR shall coordinate the change with all trades and bear the expense for any changes in other parts of the Work caused by any substitutions.

14.3.4 If COUNTY rejects CONTRACTOR'S substitute item on the first submittal, CONTRACTOR may make only one additional request for substitution in the same category. Upon the second request, the CONTRACTOR shall be invoiced the expenses of the COUNTY allocable to the review of such submittal data. The foregoing amounts shall be deducted, as applicable, from the next succeeding partial payment to the CONTRACTOR, or from the final payment.

ARTICLE 15

COMPLIANCE

15.1 All work, labor, materials and equipment provided under this Agreement shall be performed in strict compliance with any and all applicable building and fire, life and safety codes and strictly in accordance with plans and specifications. CONTRACTOR must satisfy itself that the Contract Documents in fact comply with all applicable codes. CONTRACTOR shall notify COUNTY prior to commencement of Work of any requirement of the plans and specifications not in strict compliance with such codes. There will be no extra payment for compliance to existing codes or any item of interpretation regarding enforcement of existing codes. CONTRACTOR is representing by acceptance of this Agreement that it has thoroughly researched all applicable codes and regulations affecting this Project.

15.2 If, during the term of this Contract, there are any changed or new laws, ordinances or regulations not known or foreseeable at the time of signing this Contract which become effective and which affect the cost or time of performance of the Contract, CONTRACTOR shall immediately notify COUNTY in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Contract. Upon concurrence by COUNTY as to the effect of such changes, an adjustment in the Contract Price or time of performance will be made. If any discrepancy or inconsistency should be discovered between the Contract Documents and any law, ordinance, regulation, order or decree, CONTRACTOR shall immediately report the same in writing to COUNTY who will issue such instructions as may be necessary. However, it shall not be grounds for a Change Order that the CONTRACTOR was unaware of or failed to investigate the rules, codes, regulations, statutes, and all ordinances of all applicable governmental agencies having jurisdiction over the Project or the Work.

15.3 CONTRACTOR shall give all notices and at all times comply with all applicable laws, codes, ordinances, rules and regulations in effect during the time of performance of the Work.

15.4 CONTRACTOR shall deliver a product which will meet or exceed the Design Criteria package standards, provide a complete and functional facility including but not limited to all necessary interfaces between this facility and adjacent existing facilities, or anticipated future facilities. All built-in equipment, systems, controls, devices and finishes necessary for the efficient use and maintenance of the facility and its related site work, except as otherwise noted or clarified herein, shall be included in the Work.

ARTICLE 16
NON-DISCRIMINATION

CONTRACTOR covenants and agrees that the CONTRACTOR shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with the respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex, physical handicaps (except where based on a bona fide occupational qualification) marital status, race, color, religion, national origin or ancestry.

ARTICLE 17
DEFECTIVE WORK

17.1 Rejecting Defective Work. The COUNTY shall have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory,

faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to final acceptance). Such parties shall also have authority to require special inspection or testing of the Work as such parties may individually or severally deem necessary, whether or not the Work is fabricated, installed or completed.

17.2 Correction of Defective Work. Upon presentation of a Defective Work Notice to the CONTRACTOR or CONTRACTOR'S Superintendent, the CONTRACTOR shall meet within twenty-four (24) hours with the COUNTY, and, at the sole option of COUNTY, the COUNTY'S representative, to discuss a work plan and timeline to correct the defective Work. The CONTRACTOR shall have no more than five (5) working days to begin corrective action and repairs in accordance with the agreed upon schedule; provided, however, all repairs to natural gas, telephone, radio, computer security, water, waste water, electric air conditioning services and all emergency services shall be commenced within twelve (12) hours of notification, or by 7:00 a.m. whichever is earlier, and CONTRACTOR shall complete the repairs in an expeditious manner befitting the nature of the deficiency. If the CONTRACTOR refuses to comply with the twenty four (24) hour meeting requirement, or the agreed upon correction schedule, the COUNTY has the right to do any of the following: (1) correct any Work so performed by the CONTRACTOR and deduct the expenses for doing so from the final payment due the CONTRACTOR, or (2) based on a good faith dispute in writing, hold back final payment due CONTRACTOR until such time as the Work is completed to the satisfaction of the COUNTY and in compliance with the Contract Documents. The COUNTY shall have the sole discretion to determine if the Work is satisfactory and in compliance with Contract Documents. The foregoing remedies are not exclusive, and the COUNTY reserves the right to pursue any and all other remedies it deems applicable.

ARTICLE 18
BONDS AND INSURANCE

18.1 Payment and Performance Bonds. The CONTRACTOR shall, upon execution and return of this Agreement to the COUNTY, furnish a Public Payment Bond and a Performance Bond, pursuant to §255.05, Florida Statutes, in at least an amount equal to the Contract Price, for any Contract over $200,000, covering the faithful performance of this Agreement and all CONTRACTOR'S faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. The Bonds shall be recorded at the Martin County Clerk of the Circuit Court's Office at the CONTRACTOR'S expense. The Surety must be included in the most recent United States Department of the Treasury List of Acceptable Sureties, authorized to issue surety bonds in Florida, and which maintains a surety rating of "A-" or better. A complete copy of the fully executed Payment Bond shall be posted in a conspicuous place at the Project site. If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its authorization to do business in the State of Florida is terminated or it ceases to be listed on the United States Department of Treasury List of Acceptable Sureties, or its surety rating ceases to be an "A-" or better, CONTRACTOR shall within five (5) days thereafter substitute another Payment Bond, Performance Bond, and Surety, each of which shall be in accordance with the Contract Documents and acceptable to COUNTY . An action to enforce any claim against a payment bond must be brought within one year from the last furnishing of labor, services, or materials, or as otherwise stated in §95.11 (5)(e). An action to enforce any claim against a performance bond must be brought within five years in accordance with §95.11(2)(b), and applicable case law.

18.2 Insurance

18.2.1 Certificate of Insurance. One (1) certified true copy of the policy/policies must be furnished by CONTRACTOR to COUNTY prior to commencement of any demolition, Site Work, Site preparation or construction Work. The Certificate(s) of Insurance must indicate Martin County Board of County Commissioners as Additional Insureds on all policies except Workers Compensation. The statement "Additional Insureds" is to be listed in the Description Block of the Insurance Certificate along with the Project name. The indication that Martin County Board of County Commissioners is a Certificate Holder is not sufficient for this issue. The Additional Insured endorsement must be attached to the Certificate of Insurance and shall include coverage for Completed Operations (should be ISO CG20101184 or CG20371001 and CG20100704) under the General Liability policy.

18.2.2 General Insurance Requirements. CONTRACTOR and, where designated, each of its subconsultants, Professionals, and subcontractors shall obtain and maintain during the full duration of Work required under this AGREEMENT, and through any period of limitation allowed by law for actions for personal injury, bodily injury, disease, death, property damages and other losses or damages required to be insured hereunder, the following insurance coverages, in the type, amounts, terms and in conformance with the following minimum requirements.

A. All policies and endorsements shall be issued on Insurance Service Office (ISO) forms or on forms providing broader and no less restrictive coverage. Notwithstanding the foregoing, the form and content of all policies and endorsements must be acceptable to the COUNTY All insurance carriers must carry an A.M. Best Rating of A:IX or better and coverage should apply on a Primary and Noncontributory basis. At the discretion of the COUNTY, other coverage types and /or specific endorsements may be required depending upon the type and scope of work to be performed. All insurance must be acceptable by and approved by the COUNTY as to form and types of coverage.

B. The policy(s) shall provide for 30 days prior written notice to the COUNTY, by registered or certified mail, if cancellation or any change that will reduce the coverages required herein.

C. The policy(s) shall be written for the estimated construction Work, commencing with the initial demolition, Site Work or Site preparation and ending at the Final Completion date, and shall contain an endorsement providing for extension of the policy(s) for up to two (2) years. The Products and Completed Operations portions of the General Liability shall extend for a period of ten (10) years after the Final Acceptance of the Project by the COUNTY and shall include an "Additional Insured" endorsement.

D. All liability polices required herein shall be written on an occurrence basis.

E. The policies shall name the COUNTY , its commissioners and staff as additional insureds(including Completed Operations coverage under the General Liability) as their interest may appear under this Agreement.

F. All insurers shall agree to waive all rights of subrogation against the COUNTY and each individual member of the Board of County Commissioners, Constitutional Officers or staff.

G. It is the responsibility of the CONTRACTOR to ensure any independent contractors and subcontractors utilized on the project also comply with these insurance requirements.

18.2.3 Premiums. The CONTRACTOR shall be solely responsible for payment of all premiums for insurance required under this Agreement and shall be solely responsible for the

payment of all deductibles to which such policies are subject.

18.2.4 Specific Insurance Limits are as follows:

A. Workers' Compensation - The CONTRACTOR shall carry Workers' Compensation insurance on behalf of all employees who are required to provide a service under this Agreement, as required by Chapter 440, Florida Statutes and Employers Liability of limits no less than:

$ 500,000	each accident
$ 500,000	disease - policy limit
$ 500,000	each employee

Should the scope of work performed by CONTRACTOR qualify its employees for benefits under Federal Worker's Compensation Statute (i.e. Longshoreman & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

B. Commercial General Liability – with limits of not less than:

$ 1,000,000	each occurrence
$ 1,000,000	personal/advertising injury
$ 2,000,000	products/completed operations (**per project** aggregate)
$ 2,000,000	general aggregate (**per project** aggregate)
$ 100,000	fire damage legal (any 1 fire)
$ 10,000	medical expense (any 1 person)

Coverage to include include bodily injury, property damage liability, personal and advertising injury, products and completed operations, fire damage legal liability and medical expense coverage. Contractual Liability is to be included to cover the hold harmless agreement set forth in the contract. Coverage is to extend to independent contractors and fellow employees. XCU coverage is to be included. Coverage is to include a cross liability or severability of interest provision as provided under the standard ISO form separation of insureds clause. There should be no "damage to your work" exclusion for work performed by subcontractors. Policy is to include coverage for pollution release at project location in which the insured is performing non-environmental operations. There shall be no exclusion for mold, silica or respirable dust or bodily injury or property damage arising out of heat, smoke, fumes or ash from a hostile fire. If the project involves environmental exposures, Environmental Impairment Liability coverage shall be maintained.

C. Automobile Liability - $1,000,000 Combined Single Limit coverage for all owned, hired, leased and non-owned vehicles.

D. Umbrella Liability - to include the Employers Liability, general liability and automobile in underlying policy schedule, with limits of not less than $1,000,000.

E. Hazardous Material - if the Work being performed involves hazardous materials, the need to procure appropriate insurance coverage will be addressed in a contract modification. However, if hazardous materials are identified while carrying out

this Agreement, no further Work is to be performed in the area of the hazardous material until the COUNTY has been consulted as to the need to procure and maintain such coverage.

F. Builders Risk – CONTRACTOR shall purchase and maintain Builder's Risk insurance in an amount equal to 100% of the completed value of the project (without coinsurance) including any amendments thereto. The CONTRACTOR will be solely responsible for payment of policy deductibles.

This insurance shall:

1. include the interests of COUNTY, CONTRACTOR, subcontractors, Design Professional, Design Professional's consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, windstorm/and hail, theft, vandalism and malicious mischief, flood, earthquake, collapse, debris removal, demolition and increased cost of construction,, water damage, backup of sewers and drains and such other perils or causes of loss as may be specifically required;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by COUNTY prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Design Professional;

5. allow for partial utilization of the Work by COUNTY;

6. include coverage for soft costs;

7. extend to foundations, excavations and other underground property;

8. include Pollution cleanup and removal;

9. include testing and startup; and

10. be maintained in effect until final payment is made unless otherwise agreed to in writing by COUNTY, CONTRACTOR, and Design Professional with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued; and

11. The COUNTY and CONTRACTOR waive all rights against each other and any of their subcontractors, agents and employees and the Design Professional,

for damages caused by fire or other causes of loss to the extent covered by Builders Risk obtained pursuant to this Section or other property insurance applicable to Work, except as to proceeds of such insurance held by CONTRACTOR as fiduciary.

18.2.5 Waiver of Subrogation. CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent.

ARTICLE 19
PERFORMANCE GUARANTEE AND WARRANTY

19.1 All materials and equipment incorporated into any Work shall be warranted and guaranteed as new quality, and of the highest grade of quality for their intended use, and all Work shall be performed in good workmanship and shall be in accordance with all plans and specifications and industry standards. The Work shall be functionally sound, technically proficient, developed with structural integrity, shall exhibit high quality architectural principles, and shall be in compliance with all governing laws, regulations, applicable building codes, and applicable Florida Building Code. CONTRACTOR warrants all Work against defects for a period of one (1) year (unless longer guarantees or warranties are provided for elsewhere in the Contract or at law in which case the longer periods of time shall prevail) from the date of Substantial Completion, regardless of whether the Work was performed by CONTRACTOR or any of its subcontractors.

19.2 CONTRACTOR shall repair or replace the defective Work and cure such defect within 5 days of receipt of written notice unless otherwise agreed to by the COUNTY and CONTRACTOR in writing. CONTRACTOR warrants such repaired or replaced Work for a period of one (1) year from the completion of the warranty work or the warranty period specified, whichever is longer. Should CONTRACTOR fail to timely cure such defects, COUNTY may proceed to perform the work at CONTRACTOR'S expense and may invoice CONTRACTOR for all costs associated with the work.

19.3 CONTRACTOR agrees to require that all of its subcontractors, suppliers and materialmen provide warranties in their agreements at least sufficient to satisfy CONTRACTOR’S obligations in this Agreement; and CONTRACTOR shall assign all such warranties to the COUNTY as a condition precedent to the receipt of final payment. CONTRACTOR agrees to defend and indemnify COUNTY against all fees and costs should CONTRACTOR fail to obtain the warranty protections required herein.

19.4 For all equipment that has a manufacturer's warranty, the CONTRACTOR shall assign such warranty to the COUNTY. The manufacturer's warranty period shall be concurrent with the CONTRACTOR'S warranty to the COUNTY. In the event that the equipment manufacturer or supplier is unwilling to provide such a warranty, the CONTRACTOR shall obtain a 2-year equipment warranty commencing at the time of acceptance of the equipment by the COUNTY.

ARTICLE 20
SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

20.1 Documents and Samples at the Site. From and after commencement of the Construction Work, the CONTRACTOR shall maintain at the site one record copy of the Construction Documents, and any and all amendments thereto, in good order and marked to record changes and selections made during the construction. In addition, the CONTRACTOR shall maintain at the site approved shop drawings, product data, samples and similar required submittals. These shall be provided to COUNTY upon completion of the Work.

20.2 Shop Drawings, Product Data and Samples.

20.3 Shop Drawings, Product Data, Samples and similar submittals are required to demonstrate the way the CONTRACTOR proposes to conform the construction to the Contract Documents.

20.4 The CONTRACTOR shall review and take appropriate action upon Shop Drawings, Product Data, Samples and similar submittals. COUNTY may, in its sole discretion, review and review Shop Drawings, Product Data, Samples and similar submittals for compliance with the Contract Documents; if COUNTY requests to review the same, COUNTY will review them within fifteen (15) business days. COUNTY's approval shall not be unreasonably delayed or denied.

20.5 Responsibility. The CONTRACTOR shall not be relieved of responsibility for the deviations from requirements of the Contract Documents by COUNTY'S approval of Shop Drawings, Product Data, Samples or similar submittals unless the CONTRACTOR has specifically informed COUNTY of such deviation at the time of the submittal and COUNTY has given written approval to the specific deviation. The CONTRACTOR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by COUNTY'S approval thereof.

ARTICLE 21
SAFETY

21.1 The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the COUNTY and Users who may be affected thereby. The CONTRACTOR shall set forth in writing its safety precautions and programs in connection with the Work and submit the same to the COUNTY for review. The COUNTY may, but shall not be obligated to, make suggestions and recommendations to the CONTRACTOR with respect thereto.

21.2 All Work, whether performed by the CONTRACTOR, its subcontractor or sub-subcontractors, or anyone directly or indirectly employed by any of them, and all equipment, appliance, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to:

1. all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970 and the Trench Safety Act, as amended and all state, Martin County and, where the Project is located in a municipality, municipal, rules and regulations now or hereinafter in effect;

and

2. all codes, rules, regulations and requirements of the COUNTY and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

21.3 Should the CONTRACTOR fail to provide a safe area for the performance of the Work or any portion thereof, the COUNTY shall have the right, but not the obligation, to suspend Work in the unsafe area. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be borne by the CONTRACTOR.

21.4 The CONTRACTOR shall provide, or cause to be provided, to each worker on the Work site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Work site who fails or refuses to use the same. The COUNTY shall have the right, but not the obligation, to order the CONTRACTOR to send a worker home for the day or to discharge a worker for his or her failure to comply with safe practices, with which order the CONTRACTOR shall promptly comply.

21.5 Emergencies. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the COUNTY, is obligated to act, at its discretion, to prevent threatened damage, injury or loss. If the CONTRACTOR believes that additional Work done by it in an emergency which arose from causes beyond its control entitles it to an increase in the Contract Price or an extension of the Contract Time, it may make a claim therefore as provided in the Contract Documents.

ARTICLE 22
PROTECTION OF WORK AND PROPERTY

22.1 CONTRACTOR shall, throughout the performance of the Contract, maintain adequate and continuous protection of all completed Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the COUNTY and third parties from loss or damage from whatever cause arising out of the performance of the Contract and shall comply with the requirements of the COUNTY and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to the property. COUNTY, its insurance carriers, or representatives may, but shall not be required to, make periodic patrols of the Work site as a part of its normal safety, loss control and security programs. In such event, however, the CONTRACTOR shall not be relieved of its aforesaid responsibilities and the COUNTY shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the CONTRACTOR by this Contract.

22.2 Before the CONTRACTOR disposes of any existing improvements or equipment which are to be removed as a portion of the Work, and for which disposition is not specifically provided for elsewhere in the Contract Documents, CONTRACTOR shall contact the COUNTY and determine if the removal items are to be salvaged. Items to be salvaged by the COUNTY shall be neatly stockpiled or stored in a neat and acceptable manner at the construction site easily accessible to the COUNTY. Equipment and materials which will not be salvaged by the COUNTY shall become the property of the CONTRACTOR to be removed from the site and disposed of in an acceptable manner. To the extent CONTRACTOR intends to temporarily store materials at a site near or adjacent to the Project site prior to ultimate removal or disposal, CONTRACTOR must first obtain written authorization from the COUNTY, as well as the property owner.

22.3 Preservation of Trees. Those trees which are designated on the Drawings for preservation shall be carefully protected from damage. The CONTRACTOR shall erect and maintain such protections such as barricades, guards, and enclosures as is necessary for the protection of the trees during all construction operations. CONTRACTOR shall replace any and all trees damaged during construction activities (other than trees specified to be removed) at no expense to the COUNTY.

22.4 Preservation of Private Property. The CONTRACTOR shall exercise extreme care to avoid unnecessary disturbance of private property as applicable. Trees, shrubbery, gardens, lawn and other landscaping that must be removed shall be replaced and replanted to restore the construction easement to the condition existing prior to construction. All soil preparation procedures and replanting operations shall be under the supervision of a nurseryman experienced in such operations. Any vegetation requiring relocation, temporary or otherwise, which is damaged or destroyed, shall be replaced at no cost to the COUNTY. CONTRACTOR shall replace any and all such vegetation damaged during construction activities (other than vegetation specified to be removed) at no expense to the COUNTY.

22.5 Until final acceptance of the Work by the COUNTY pursuant to this Contract, the CONTRACTOR shall have full and complete charge and care of and, except as otherwise provided in this subparagraph, shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (specifically including COUNTY -furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) from any cause whatsoever.

22.6 Manholes, fire alarms, etc., shall not be obstructed by CONTRACTOR. CONTRACTOR is to make no connections to or operate valves on water mains or otherwise interfere with the operation of the water system, without first giving written approval from the appropriate governmental entity.

ARTICLE 23
UTILITY COORDINATION

23.1 The CONTRACTOR shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, cable television, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith, that are encountered in the Work in order that such items may be properly shored, supported and protected, or the CONTRACTOR shall be solely responsible for coordinating their relocation. The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of its Work, shall permit entrance of such parties on the Work site in order that they may perform their necessary Work, and shall pay all charges and fees made by such parties for this Work. The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to Work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

23.2 At all points where the Work constructed by CONTRACTOR connects to existing utilities and services, the actual Work of making the necessary connection to the existing service or

utility shall be arranged for by CONTRACTOR at no expense to COUNTY (unless specifically indicated otherwise). Services and utilities included within (but not limited to) this responsibility are roads, ditches, electrical, sewer, mechanical utilities, water, fencing, etc. Connections shall be made at a time that will result in the least possible interference with existing services.

23.3 High-Voltage Electric Lines. Contractor must visually survey the area and take the necessary steps to identify all high-voltage electric lines overhead and underground prior to commencing construction to determine whether the construction of any proposed improvements will bring any person, tool, machinery, equipment or object closer to local electric utility's power lines than the OSHA-prescribed limits. If necessary, CONTRACTOR must make arrangements with local electric utility to either deenergize and ground the facilities or relocate them. CONTRACTOR must do this before allowing any construction near power lines. If it is necessary for Contractor or subcontractor to operate or handle cranes, digging apparatus, draglines, mobile equipment, or any other equipment, tools or materials in such a manner that they might come closer to underground or overhead power lines than is permitted by local, state or federal regulations, CONTRACTOR or subcontractor must notify local electric utility in writing of such planned operation prior to the commencement thereof and make all necessary arrangements with the local electric utility in order to carry out the work in a safe manner. Any work in the vicinity of the electric lines should be suspended until these arrangements are finalized and implemented. The CONTRACTOR shall be required to complete a "Notification of FPL Facilities" form prior to the commencement of Work.

ARTICLE 24
HAZARDOUS MATERIALS

CONTRACTOR shall obtain all required Federal, State and local permits and licenses and shall be responsible for the safe and proper handling, transporting, storage and use of any explosive or hazardous materials brought onto or encountered within the site, and at its expense, make good any damage caused by its handling, transporting, storage and use. The CONTRACTOR will notify the COUNTY immediately if explosive or hazardous materials are encountered on the Project site. Transporting explosive or hazardous materials onto the site will require prior written approval from the COUNTY. CONTRACTOR shall maintain and post as necessary Material Hazard Data Sheets for all applicable Hazardous Materials used in the course of its work. In the event that hazardous material is improperly handled or stored by the CONTRACTOR, its subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the site, CONTRACTOR shall immediately notify the COUNTY and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at the CONTRACTOR'S sole cost and expense.

ARTICLE 25
AUDIT

The CONTRACTOR agrees that the COUNTY, or any of its duly authorized representatives shall have access to and the right to examine any and all books, documents, papers, and records of the CONTRACTOR, and may at its option conduct an audit of the CONTRACTOR'S financial books and records concerning this Project. The CONTRACTOR agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination to constitute non-allowable costs under this Agreement. The CONTRACTOR shall promptly refund by check payable to the

COUNTY the amount of such reduction of payments. All required records shall be maintained until the later of an audit is completed and all questions arising therefore are resolved, or six (6) years after completion of the Work and issuance of the final completion certificate.

ARTICLE 26
PUBLIC RECORDS

26.1 The CONTRACTOR shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically Contractor shall:

26.1.1 Keep and maintain public records required by the County to perform the Agreement.

26.1.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

26.1.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the County.

26.1.4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the CONTRACTOR or keep and maintain public records required by the County to perform the Agreement. If the CONTRACTOR transfers all public records to the County upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

26.1.5 All blueprints, schematics and design drawings received by the CONTRACTOR from the COUNTY shall not be re-copied or forwarded to another party unless documented permission has been received by COUNTY. Documents shall be documented as retained, returned, or destroyed by CONTRACTOR accepting said documents. In accordance with the Florida Public Records Act, these documents are exempt from Public Disclosure as described in 119.071, Fla. Stat., general exemptions from inspection or copying of public records.

26.2 **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 419-6959, public_records@martin.fl.us, 2401 SE MONTEREY ROAD, STUART, FL 34996.**

26.3 Failure to comply with the requirements of this Article shall be deemed a default as defined under the terms of this Agreement and constitute grounds for termination.

ARTICLE 27
ASSIGNMENT

27.1 CONTRACTOR shall not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without previous written consent of the COUNTY and SURETIES.

27.2 If for any reason the COUNTY terminates its agreement with the CONTRACTOR, the CONTRACTOR hereby assigns this Agreement to the COUNTY. CONTRACTOR shall include in each of its subcontracts language that requires its Subcontractors to agree to such assignment and to perform their responsibilities and to fully complete the work required by this Contract directly for the COUNTY.

ARTICLE 28
ATTORNEY'S FEES AND COSTS

28.1 In the event the CONTRACTOR defaults in the performance of any of the terms, covenants and conditions of this Agreement, the CONTRACTOR agrees to pay all damages and costs incurred by the COUNTY in the enforcement of this Agreement, including reasonable attorney's fees, expert fees, court costs and all expenses, even if not taxable as court costs, including, but not limited to any costs from any state court or federal court proceedings, whether in a trial court or in an appellate court.

28.2 Except as otherwise provided in this Agreement, the parties expressly agree that each party will bear its own attorney’s fees incurred in connection with this Agreement.

ARTICLE 29
NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing in at least one of the following methods:

(a) Certified United States Mail, postage prepaid, return receipt requested; or

(b) Overnight courier, such as by FedEx or UPS, with a request for receipt acknowledgment; or

(c) Hand-delivery to a person authorized to accept delivery of notice with a request for a receipt acknowledgment; or

(d) Email if and only if agreed to in advance by COUNTY and CONTRACTOR in writing specifying the email addresses, and if so agreed, the email shall a request receipt acknowledgement.

The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR COUNTY:

Purchasing Division
Martin County
2401 SE Monterey Rd.
Stuart, FL 34996

WITH A COPY TO:

County Attorney
Martin County
2401 SE Monterey Rd.
Stuart, FL 34996

FOR CONTRACTOR:

Lawrence Lee Construction Services, Inc.
800 SE Lincoln Ave.
Stuart, FL 34994

CONTRACTOR shall be required to notify the County, in writing, whenever there is a change in the address of CONTRACTOR (to the place) for which notice is to be sent (giving notice), as required in this section. In the event CONTRACTOR fails to maintain a current address on record with the County as required herein, County shall be deemed to have notified CONTRACTOR by using the last known address on record and County shall not have any responsibility or obligation to investigate the validity of the address that CONTRACTOR has provided. As a result, CONTRACTOR agrees to hold County harmless and defend same for any action or occurrence or non-occurrence as a result of CONTRACTOR not receiving notice due to CONTRACTOR's failure to update its address for notification.

All notices sent in accordance with this section shall be deemed to be effective upon receipt or refusal of same unless otherwise expressly provided in this Agreement.

ARTICLE 30
RESOLUTION OF CLAIMS AND DISPUTES; CERTIFIED CLAIMS

30.1 Mediation. As a condition precedent to the filing of any legal proceedings, the parties shall endeavor to resolve claim disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the COUNTY shall select the mediator, who, if selected solely by the COUNTY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediator. If a party fails to comply with this section, including, but not limited to, filing a lawsuit without mediating before filing the lawsuit, the party in violation shall be liable for the reasonable attorneys' fees and costs of the other party in enforcing this provision, and such amounts shall be awarded by the Court.

30.2 Law, Jurisdiction, Venue, Waiver of Jury Trial. This agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive

venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Nineteenth Judicial Circuit in and for Martin County, Florida. If any claim arising from, related to or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HERETO EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO AN ADVISORY JURY. If a party fails to withdraw a request for jury trial or for an advisory jury in a lawsuit arising out of this agreement after written notice by the other party of a violation of this section, the party making the request for jury trial or advisory jury shall be liable for the reasonable attorneys' fees and court costs of the other party in contesting the request for jury trial or advisory jury, and such amounts shall be awarded by the Court in adjudicating the motion.

30.3 Certified claims. If CONTRACTOR submits a claim seeking an increase in the Contract Price or an increase in the Contract Time for substantial or final completion or both, upon the request of the COUNTY in its sole discretion, CONTRACTOR shall, within thirty (30) days, submit to COUNTY a "certified claim," that is, a claim made in writing under oath by a person duly authorized by the CONTRACTOR, and shall contain a statement that:

(i) The claim is made in good faith;

(ii) The claim's supporting data are accurate and complete to the best of the person's knowledge and belief;

(iii) The amount of the claim accurately reflects the amount that the claimant believes is due from the COUNTY; and

(iv) The certifying person is duly authorized by the claimant to certify the claim.

FAILURE TO PROVIDE THE REQUESTED CERTIFICATION WITHIN THE PRESCRIBED PERIOD OF THIRTY (30) DAYS SHALL CONSTITUTE A FORFEITURE OF THE ENTIRE CLAIM.

30.4 False, fraudulent, or inflated claim. If a court finds a certified claim is false, fraudulent, or inflated, whether in whole or in part, CONTRACTOR shall:

(i) Be liable to the COUNTY for an amount equal to three (3) times the amount of the claim that is false, fraudulent, or inflated;

(ii) Immediately, fully, and irrevocably forfeit the entire amount of the claim;

(iii) Be liable to the COUNTY for all costs and fees (including, without limitation, reasonable attorneys' fees, court costs, expert fees, and consulting fees) incurred by the COUNTY to review, defend, and evaluate the claim; and

(iv) Be subject to debarment from COUNTY contracting for a period not to exceed five (5) years.

30.5 Innocent claimant, notice. Notwithstanding the foregoing, CONTRACTOR is an innocent

claimant and not liable for a false, fraudulent, or inflated claim if CONTRACTOR submitted a certified claim to the COUNTY reasonably believing that such claim was free of any material misstatements, or any exaggerated, inflated, or unsubstantiated assertions or damages and had no reasonable basis to doubt the truth, veracity, or accuracy of such claim at the time it was submitted, and within fifteen (15) days of discovering the falsity of the claim, took immediate steps to modify, correct, or withdraw such claim and provided the COUNTY with immediate written notice thereof.

ARTICLE 31
MISCELLANEOUS

31.1 Taxes. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The CONTRACTOR shall not be exempt from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials. The CONTRACTOR shall be responsible for payment of all federal, state, and local taxes and fees applicable to the Work and same shall be included in the Contract Price.

31.2 Pledge of Credit. The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of the Agreement.

31.3 Entirety of Agreement. All prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein are merged into this Agreement. No modification, amendment or alteration of this Agreement may be made unless made in writing pursuant to the terms of this Agreement.

31.4 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, then the remaining provisions survive and are fully binding and enforceable.

31.5 Copies. Multiple copies of this Agreement may be fully executed by all parties, each of which shall be deemed to be an original. Faxed, photostatic, or electronically scanned copies of the fully executed Agreement shall be as effective and authentic as the original for any purpose including but not limited to the enforcement of any provision of this Agreement.

(continued on next page)

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this Agreement as of the last date written below.

REVIEWED BY

Samuel T. Amerson, P.E.
Utilities & Solid Waste Director

BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA

Matthew Graham
Assistant County Administrator

LAWRENCE LEE CONSTRUCTION SERVICES, INC

Geoffrey L. Schmidt
President

LAWRENCE LEE CONSTRUCTION SERVICES INC. CORPORATE SEAL 2017 FLORIDA

APPROVED AS TO FORM & LEGAL SUFFICIENCY

Elysse A. Elder
Acting County Attorney

EXHIBIT A

BASIC SCOPE OF SERVICES

Continuing services agreement to provide general construction services for water and wastewater treatment facilities on an as-needed, work order basis. This contract establishes a list of pre-qualified Contractors to be utilized as project needs arise. There is no guarantee of work under this contract and specific work assignments are unknown at this time.

The selected Contractor(s) shall perform a variety of general construction services which may include, but are not limited to:

- Underground and aboveground pipeline installation (pressurized or gravity systems with varying materials such as concrete, plastic, ductile iron, cast iron, stainless steel, and HDPE; diameters ranging from ½" to several feet).
- Miscellaneous structural work including foundations, concrete slabs, containment walls.
- Interior and exterior building construction or modifications.
- Application of industrial coatings.
- Piping modifications.
- Welding, fabrication, and other metal work.
- Installation or replacement of mechanical components such as pumps, valves, slide gates, blowers, aeration basin diffusers, grinders, bio-filter media, chemical feed systems, and chemical storage tanks.
- Demolition of obsolete water or wastewater process components.

The selected Contractor(s) shall be responsible for the professional quality, technical accuracy, and coordination of all services provided.

In the event of an emergency, the Contractor must be prepared to respond to the County's request within six (6) hours.

Additionally, the Contractor(s) must comply with all applicable local, state, and federal laws.

WORK ORDER PROCESS

When work is required, all awarded Contractors will be contacted and provided a brief description of the needed services. Contractors shall respond within seven (7) business days with:

- Brief description of their approach to the work
- Proposed schedule for completion
- Cost proposal (to include a breakdown of labor, materials, equipment, and any other associated expenses in accordance with the contract fee schedule)

Failure to submit a proposal on three (3) consecutive requests may result in the Contractor being deemed non-responsive and could lead to termination of their contract with the County.

The County will review all responses and award the work order to the Contractor offering the lowest responsive quote that aligns with the County's requirements. Upon acceptance of the quote, the County will issue a Work Order and corresponding Purchase Order. The Contractor shall begin work within fifteen (15) business days of issuance of the Notice to Proceed.

All Contract requirements and performance criteria shall be adhered to for each individual project (work order) including but not limited to Notice to Proceed, Contract Time, Contract Price, Substantial Completion, and Final Completion.

Individual projects (work orders) shall not exceed $300,000.00 per Section 255.20, Florida Statute (as amended).

Liquidated damages shall be determined on a project-by-project basis and identified in the Work Order.

Work Orders **$200,000 or greater** (or otherwise indicated)

Payment & Performance Bonds shall be required for all Work Orders $200,000 or greater (or otherwise indicated) and shall be recorded in the public records of Martin County. A certified copy of completed and recorded bonds must be delivered to and accepted by the County (Attn: Purchasing Division / pur_div@martin.fl.us) prior to commencement of the Work. Bond premiums shall be paid by Contractor. Bonds shall be on the form provided by the County and written through a licensed agency that fulfills the requirements of §287.0935, Fla. Stat.

EXHIBIT B

SAMPLE

RFQ2025-3682
UTILITIES PLANT REPAIR, MAINTENANCE & CONSTRUCTION

WORK ORDER NO._____

Pursuant to that certain Contract ("**Contract**") between Martin County ("**County**") and _____ ("**Contractor**") dated _____, **Contractor** hereby agrees to provide the services specified on Exhibit "A", under the terms and conditions and at a cost of $_____ all as more specifically described in Exhibit "A", attached hereto and incorporated by this reference. The terms of the **Contract** shall be deemed to be incorporated in each individual Work Order as if fully set forth herein.

Substantial Completion Time:	_____ calendar days
Final Completion Time:	**30** calendar days upon issuance of the Punchlist *(Pursuant to Section 218.735, Florida Statutes)*
Liquidated Damages:	**$_____** per day

IN WITNESS WHEREOF, the **County** and the **Contractor** have executed this Work Order effective this _____ day of _____ 20_____.

(CONTRACTOR NAME)	**BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA**
_____	_____
(Name)	Department Director Name
(Title)	Title

Work orders $200,000 or greater (or otherwise indicated)

Payment & Performance Bonds shall be recorded in the public records of Martin County. **A certified copy of completed and recorded bonds must be delivered to and accepted by the County (Attn: Purchasing Division / pur_div@martin.fl.us) prior to commencement of the Work.** Bond premiums shall be paid by Contractor. Bonds shall be on the form provided by the County and written through a licensed agency that fulfills the requirements of §287.0935, Fla. Stat.

EXHIBIT C

RFQ2025-3682 - Utilities Plant Repair, Maintenance & Construction
Exhibit B - Unit Price & Mark-Ups
Lawrence Lee Construction Services, Inc.

Labor	Amount	
Project Manager	$ 165.00	/hour
Superintendent	$ 140.00	/hour
2-Man Crew	$ 150.00	/hour
3-Man Crew	$ 210.00	/hour
4-Man Crew	$ 270.00	/hour
5-Man Crew	$ 330.00	/hour
Administrator	$ 65.00	/hour

Equipment	Amount	
Backhoe/Loader	$ 1,400	/week
Excavator, Mini	$ 2,500	/week
Excavator (35k)	$ 2,900	/week
Skid Steer	$ 2,200	/week
Wheel Loader (2.0 CY)	$ 1,700	/week
All-Terrain Forklift (10k)	$ 2,700	/week
Truck	$ 1,100	/week

Mark-Up	Amount
Material	15%
Subcontractor	13%

EXHIBIT 2

Lawrence Lee Construction Services Proposal, dated July 22th, 2026

LAWRENCE LEE
CONSTRUCTION SERVICES

East Coast (HQ): 800 SE Lincoln Ave, Stuart, FL 34994
West Coast: 3201 Marion St, Fort Myers, FL 33916
Email: GS@LawrenceLeeConstruction.com
Office: 561-941-2880
License: CGC-1525837

To: John Perrin
City of Cocoa
A: 351 Shearer Boulevard Cocoa, FL 32922
O: (321) 446-4313
E: jperrin@cocoafl.gov

Date: Wednesday, July 22nd, 2026

City of Cocoa
351 Shearer Blvd Cocoa, FL 32922
Garage Bay Building #3 Demolition

John Perrin:

Lawrence Lee Construction Services, Inc. (LLCS) proposes completing the Work described herein for the **Garage Bay Building 3 Demolition** project in the amount of **$161,690.00.** Unless otherwise noted, this proposal is in accordance with *Contract #RFQ2025-3682 Utilities Plant Repair, Maintenance & Construction*. The Scope of Work described below is dependent on the site inspection and the proposal attachments:

1. **General Requirements**
   a. Mobilization & Demobilization to the jobsite
   b. Temporary Facilities; office/tool trailer, port-o-lets, etc. *(as required)*
   c. Coordination and Phasing of work with the Owner's Personnel
   d. Project Management & Field Supervision of the work *(OSHA 30-Hr Certified)*
   e. General clean-up of the work area and site restoration *(as required)*

2. **Scope of Work:**
   a. Asbestos and lead paint testing for Garage Bay Building 3. **Any remediation of hazardous materials is excluded from this scope. Lead and asbestos testing results will be submitted to City of Cocoa prior to starting demolition.**
   b. LLCS will demolish the Garage Bay Building #3 (20,000 sf footprint) including all chain link fencing inside and along the outside of the structure, light bulbs, light fixtures, and all other materials that comprise the structure of the building and remove and properly dispose of demolished materials on-site.
   c. LLCS acknowledges that all loose materials within the garage bays will be removed by others prior to demolition excluding the demolition and removal of the wood structures located within seven (7) bays, the existing 3-ton rail crane, and the ten (10) concrete crane support pedestals are included in LLCS's scope of work. Concrete pedestal locations shall be restored flush with the surrounding grade upon completion.
   d. LLCS to obtain demolition permit from the appropriate agency and all other permits required to perform demolition.
   e. Cut and cap of water ad sanitary lines.
   f. Remove bulbs and ballasts.
   g. LLCS to coordinate with electric utility provider (FPL) to disconnect electric services to the building.
   h. LLCS to provide temporary construction fencing around work site and laydown areas for safety.
   i. LLCS to coordinate with City of Cocoa prior to demolition to determine extent of worksite so City of Cocoa can make accommodations for City of Cocoa employee parking during the demolition.
   j. Concrete floor will remain and be used for parking. Ensure all bolts are pipes from the ground are sheared to grade to prevent tire damage for future parking lot. Per City's specifications:

East Coast (HQ): 800 SE Lincoln Ave, Stuart, FL 34994
West Coast: 3201 Marion St, Fort Myers, FL 33916
Email: GS@LawrenceLeeConstruction.com
Office: 561-941-2880
License: CGC-1525837

i. Remove, plug, and cap approximately twenty (20) downspout penetrations and restore surface elevations flush with existing grade while preventing debris from entering the active stormwater system.
ii. Cut approximately ten (10) fence post penetrations at or below grade, grout-fill openings, and restore surfaces flush with surrounding concrete.
iii. Repair any incidental concrete damage resulting from removal of approximately eighty (80) fence support anchor locations and fifty (50) structural steel column anchor locations.
iv. Remove one (1) existing concrete bollard and restore the affected area flush with existing grade.

3. Schedule

a. It has been determined the project will require **150 days** for Substantial Completion and an additional **30** days for Final Completion with a total project timeline of **180 days** from issuance of a Purchase Order.

4. Clarifications:

a. General Liability, Auto and Worker's Compensation Insurances are included
b. Federal, State and Local Sales Taxes are included
c. A Performance & Payments bond is not included as we are below the $200,000 threshold.
d. The pricing provided in this proposal is good for 30-days.
e. Working hours are from 7:00 AM to 5:00 PM. No weekend or overtime work has been included.
f. Warranty will be (12) months from date of start-up.
g. Only one mobilization has been considered.
h. Per City of Cocoa Addendum/Revision, an Electrical Allowance is in the amount of $40,000 has been included in this proposal for future electrical work associated with transferring the existing electrical service from Garage Bay Building #3 to a new location. Payment against this allowance shall be based on actual documented costs incurred and approved by the City.

5. Exclusions:

a. Builder's Risk Insurance is to be provided by the Owner, *or available upon request*
b. Material removal, abatement, and/or disposal of hazardous materials of any kind are excluded from this proposal. If these materials are found to be present after testing, LLCS shall stop work, coordinate with City of Cocoa for additional expenses, and properly dispose of materials.

Should you have any questions regarding this submission, please feel free to contact me at 850-543-7829.

Sincerely,

Geoffrey L Schmidt
President
Lawrence Lee Construction Services, Inc.
C: 561-578-7715

East Coast (HQ): 800 SE Lincoln Ave, Stuart, FL 34994
West Coast: 3201 Marion St, Fort Myers, FL 33916
Email: GS@LawrenceLeeConstruction.com
Office: 561-941-2880
License: CGC-1525837

E: GS@LawrenceLeeConstruction.com

Cc: Mark Heath (LLCS)
Richard Stahl (LLCS)
Steve Flannery (LLCS)

Attachments: Proposal Summary
Garage Bay Building 3 Demolition

COST PROPOSAL SUMMARY:

LAWRENCE · LEE
CONSTRUCTION SERVICES

TIMELINE					
Submittal Procurement:	14	Days			
Owner Review Submittals:	14	Days			
Fabrication & Delivery of Materials:	21	Days			
Task Order Timelines:	Substantial:	**150**	Days	Final :	**180** Days

LABOR			
Sub-Total =		$	24,700.00
Mark-Up =	0.0 %	$	-
Total =		**$**	**24,700.00**

EQUIPMENT			
Sub-Total (Non-Taxed) =		$	5,060.00
Sales Tax (Martin, Jan, 2025) =	7.0 %	$	354.20
Sub-total =		**$**	**5,414.20**
Mark-Up =	0.0 %	$	-
Total =		**$**	**5,414.20**

MATERIAL			
Sub-Total (Non-Taxed) =		$	44,100.00
Sales Tax (Martin, Jan, 2025) =	7.0 %	$	3,087.00
Sub-total =		**$**	**47,187.00**
Mark-Up =	15.0 %	$	7,078.05
Total =		**$**	**54,265.05**

SUBCONTRACTOR			
Sub-Total =		$	65,273.00
Mark-Up =	13.0 %	$	8,485.49
Total =		**$**	**73,758.49**

BONDS & INSURANCE

#	Description		Quantity	L, E, M & S	Total
1	Additional Insurance	(2.00% of L+E+M+S)	2.00 %	$ 158,137.74	$ 3,162.75
2	Additional Bonding	(1.50% of L+E+M+S)	0.00 %	$ 158,137.74	$ -
			Sub-total =		**$ 3,162.75**
			Mark-Up =	13.0 %	$ 411.16
			Total =		**$ 3,573.91**

Rounding =	**$**	**(21.65)**

Grand Total =	**$**	**161,690.00**

COST PROPOSAL SUMMARY:

LABOR						
#	Description	Manhours		Unit Rates (2025)		Total
		ST	ET[1]	ST	ET[1]	
1	Project Superintendent	120.0		$ 140.00	$ 210.00	$ 16,800.00
2	Project Manager	40.0		$ 165.00	$ 247.50	$ 6,600.00
3	2-Man Crew			$ 150.00	$ 225.00	$ -
4	3-Man Crew			$ 210.00	$ 315.00	$ -
5	4-Man Crew			$ 270.00	$ 405.00	$ -
6	5-Man Crew			$ 330.00	$ 495.00	$ -
7	Administrative/Clerical	20.0		$ 65.00	$ 97.50	$ 1,300.00
8				$ -	$ -	$ -
9				$ -	$ -	$ -
10				$ -	$ -	$ -
11				$ -	$ -	$ -
12				$ -	$ -	$ -
13				$ -	$ -	$ -
14				$ -	$ -	$ -
15				$ -	$ -	$ -
	Total Manhours =	**180**	**0**	**Labor Sub-Total =**		**$ 24,700.00**

MATERIALS					
#	Description	Quantity		Unit Rate	Total
1	Owner's Electrical Allowance	1	LS	$ 40,000.00	$ 40,000.00
2	Misc. Material	1	LS	$ 4,100.00	$ 4,100.00
3					$ -
4					$ -
5					$ -
6					$ -
7					$ -
8					$ -
9					$ -
10					$ -
				Material Sub-Total =	**$ 44,100.00**

Notes:

1.) Emergency time is defined as work outside normal business hours of 8:00 AM to 5:00 PM.

2.)

3.)

COST PROPOSAL SUMMARY:

EQUIPMENT

Equipment (2025 Rates)

#	Description	Quantity		Day	Week	Month	Total
1	Mini-Excavator		Week	$ -	$ 2,500.00	$ -	$ -
2	Backhoe/Loader		Week	$ -	$ 1,400.00	$ -	$ -
3	Excavator (35k)		Week	$ -	$ 2,900.00	$ -	$ -
4	Skid Steer		Week	$ -	$ 2,200.00	$ -	$ -
5	Wheel Loader (2 CY)		Week	$ -	$ 1,700.00	$ -	$ -
6	Forklift (10k)		Week	$ -	$ 2,700.00	$ -	$ -
7	Truck (F250)	4.0	Week	$ -	$ 1,100.00	$ -	$ 4,400.00
8	Crane (quote)		Hours	$ -	$ -	$ -	$ -
9							$ -
10							$ -
						Equipment Total =	**$ 4,400.00**

Tools

#	Description		Quantity		Unit Rate		Total
1	Transportation	(Each Way)		EA	$ 750.00		$ -
2	Fuel	(15% of Equip. Cost)	15.0	%	$ 4,400.00		$ 660.00
3	Small Tools	(10% of Labor Cost)	0.0	%	$ 24,700.00		$ -
4	Consumables	($2.75/Labor Hour)	$ -	/MH	180.0	MHs	$ -
						Tools & Surcharge Total =	**$ 660.00**
						Total Equipment Sub-Total =	**$ 5,060.00**

SUBCONTRACTS

#	Description	Units		Unit Rate	Total Total
1	PAW Demolition - Garage Bay Building	1	LS	$ 58,873.00	$ 58,873.00
2	Greenfield Environmental - Lead/Asbestos Testing - Garage Bay Building	1	LS	$ 5,200.00	$ 5,200.00
3	Pre-Construction Video	1	LS	$ 1,200.00	$ 1,200.00
4					$ -
5					$ -
6					$ -
7					$ -
				Subcontractor Sub-Total =	**$ 65,273.00**

Notes:

1.)

RESOLUTION NO. 2026-054

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECT REGARDING THE GARAGE BAY DEMOLITION PROJECT, PROJECT NO. WS26GB, IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE 10 PERCENT CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on August 11, 2026, the City Council authorized the City Manager to proceed with the Garage Bay Demolition Project, Project No. WS26GB, subject to certain terms and conditions and budget adjustments approved by the City Council; and

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

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

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

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional service contracts related to the construction project regarding the Garage Bay Demolition Project, Project No. WS26GB, provided the total amount of approved change orders and any additional service contracts do not cause the construction budget to exceed the total $177,859 budgeted by the City Council for the project inclusive of the 10 percent contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on August 11, 2026.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, CMC, City Clerk

City of Cocoa Budget Adjustment Form FY2026- 083-T-UT

Select Adjustment Type: Budget Transfer | Requesting Department #: Utilities/4055 | Date Prepared: 7/23/26

From Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
($ 177,859)	421-4010-536.39-00	WATER SEWER / CONTINGENCY		($ 177,859)	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
($ 177,859) Total					

To Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
$ 177,859	421-4055-536.34-00	WATER SEWER / CONTRACT SERVICES		$ 177,859	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
$ 177,859 Total					

Reason/Justification for Adjustment:

To fund Lawrence Lee Construction Services, Inc. under a Piggyback Construction Rider Agreement to perform demolition construction services of the Garage Bay at the WFO Administrative Compound. The structure is exhibiting signs of degradation which has expedited the need for this project in order to minimize liability and increase safety; therefore, the need for this project was not known at the time of the approval of the FY 2026 budget.
Council Date 8/11/26 Agenda ID 26-649

City Council Approval Needed? Yes: (●) No: ( ) **Date Approved:** **Resolution #:** 2026-054

*~*City Council Approval needed for transfers greater than $75,000 or transfers between departments/funds. All CRA adjustments must go to their respective boards.*

John Perrin — Digitally signed by John Perrin, DN: cn=John Perrin, ou=Utilities, email=jperrin@cocoafl.gov, Date: 2026.07.28 13:24:45 -04'00'
Requestor's Signature

Zoie Badalov — Digitally signed by Zoie Badalov, DN: cn=Zoie Badalov, ou=CH, email=zbadalov@cocoafl.gov, Date: 2026.07.29 09:19:45 -04'00'
Finance Approval Signature

Finance Director's Signature

John "Jack" Walsh — Digitally signed by John "Jack" Walsh, DN: cn=John "Jack" Walsh, ou=Utilities, email=jwalsh@cocoafl.gov, Date: 2026.07.28 19:09:57 -04'00'
Department Director's Signature

Christi Grant — Digitally signed by Christi Grant, DN: cn=Christi Grant, ou=CH, Date: 2026.07.31 16:16:43 -04'00'
Deputy Finance Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: | Entered By: | Group #:

CITY OF COCOA

BID TABULATION SHEET

BID DUE DATE: July 22, 2026 3:00 P.M.

PROJECT NUMBER: WS26GB – Garage Bay Demolition Project

VENDOR	BID AMOUNT
Lawrence Lee Construction Services, Inc.	$161,690
Razorback, LLC	$177,000
TLC Diversified, Inc.	No Bid

REQUEST FOR QUALIFICATIONS (RFQ) 2025-3682

Martin County Board of County Commissioners
Attn: Purchasing Division
2401 SE Monterey Road
Stuart, FL 34996
pur_div@martin.fl.us
www.martin.fl.us

The Board of County Commissioners, Martin County, Florida, will receive sealed bids for:

UTILITIES PLANT REPAIR, MAINTENANCE & CONSTRUCTION

Martin County is soliciting Statements of Qualifications (SOQs) from qualified and licensed Contractors to provide general construction services for water and wastewater treatment facilities on an as-needed, work order basis. This solicitation is intended to establish a list of qualified Contractors to be utilized as project needs arise. There is no guarantee of work under this contract.

Sealed bids will be received by the Information Desk on the 1st Floor at the address above or via DemandStar until **2:30 PM** local time, on **Wednesday, June 18, 2025.**

The complete bid document may be downloaded from www.demandstar.com (online bidding site).

Martin County is an equal opportunity/affirmative action employer.

By order of the Board of County Commissioners of Martin County, Florida.

Publish:	The Stuart News	May 22, 2025
	DemandStar	May 22, 2025

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at www.martin.fl.us/accessibility-feedback

SCOPE OF SERVICES

Martin County is soliciting Statements of Qualifications (SOQs) from qualified and licensed Contractors to provide general construction services for water and wastewater treatment facilities on an as-needed, work order basis. This solicitation is intended to establish a list of pre-qualified Contractors to be utilized as project needs arise. There is no guarantee of work under this contract and specific work assignments are unknown at this time.

The selected Contractor(s) shall perform a variety of general construction services which may include, but are not limited to:

- Underground and aboveground pipeline installation (pressurized or gravity systems with varying materials such as concrete, plastic, ductile iron, cast iron, stainless steel, and HDPE; diameters ranging from ½" to several feet).
- Miscellaneous structural work including foundations, concrete slabs, containment walls.
- Interior and exterior building construction or modifications.
- Application of industrial coatings.
- Piping modifications.
- Welding, fabrication, and other metal work.
- Installation or replacement of mechanical components such as pumps, valves, slide gates, blowers, aeration basin diffusers, grinders, bio-filter media, chemical feed systems, and chemical storage tanks.
- Demolition of obsolete water or wastewater process components.

The County reserves the right to award the Contract to one or more bidders or not make any award(s) under this solicitation.

The selected Contractor(s) shall be responsible for the professional quality, technical accuracy, and coordination of all services provided.

In the event of an emergency, the Contractor must be prepared to respond to the County's request within six (6) hours.

Additionally, the Contractor(s) must comply with all applicable local, state, and federal laws.

Upon award of the contract, the Contractor shall provide a comprehensive fee schedule detailing all applicable costs. This schedule must include fully burdened labor rates, equipment charges, material mark-ups, subcontractor mark-ups, and any other relevant fees. The approved fee schedule will be incorporated into the final executed contract.

WORK ORDER PROCESS

When work is required, all awarded Contractors will be contacted and provided a brief description of the needed services. Contractors shall respond within seven (7) business days with:

- Brief description of their approach to the work
- Proposed schedule for completion
- Cost proposal (to include a breakdown of labor, materials, equipment, and any other associated expenses in accordance with the contract fee schedule)

Failure to submit a proposal on three (3) consecutive requests may result in the Contractor being deemed non-responsive and could lead to termination of their contract with the County.

The County will review all responses and award the work order to the Contractor offering the lowest responsive quote that aligns with the County's requirements. Upon acceptance of the quote, the County will issue a Work Order and corresponding Purchase Order. The Contractor shall begin work within fifteen (15) business days of issuance of the Notice to Proceed.

All Contract requirements and performance criteria shall be adhered to for each individual project (work order) including but not limited to Notice to Proceed, Contract Time, Contract Price, Substantial Completion, and Final Completion.

Individual projects (work orders) shall not exceed $300,000.00 per Section 255.20, Florida Statute (as amended).

Liquidated damages shall be determined on a project-by-project basis and identified in the Work Order.

Work Orders **$200,000 or greater** (or otherwise indicated)

Payment & Performance Bonds shall be required for all Work Orders $200,000 or greater (or otherwise indicated) and shall be recorded in the public records of Martin County. A certified copy of completed and recorded bonds must be delivered to and accepted by the County (Attn: Purchasing Division / pur_div@martin.fl.us) prior to commencement of the Work. Bond premiums shall be paid by Contractor. Bonds shall be on the form provided by the County and written through a licensed agency that fulfills the requirements of §287.0935, Fla. Stat.

CONTRACT

The maximum total value of this contract shall not exceed $5,000,000.00 over the life of the contract (to all awarded vendors combined).

The Term of the Contract shall be for a period of three (3) years provided both parties are in agreement and there are no changes to the terms and conditions. The County shall reserve the right to terminate the Contract in accordance with the provisions under the Terms & Conditions herein. The contract may be renewed for two (2) additional 1-year terms, at the County's sole discretion, for a total maximum term of five (5) years. The awardee agrees to this condition by signing their bid.

By submitting a response to this solicitation, bidders acknowledge and agree to the terms and conditions outlined in the sample agreement included with the solicitation. Any submittal that includes revisions, exceptions, or modifications to the terms and conditions may be deemed non-responsive and subject to rejection at the County's sole discretion.

By submitting a response to this solicitation, the bidder agrees to meet the minimum insurance requirements outlined in the sample agreement included with the solicitation. All costs associated with insurance premiums should be incorporated into the fee schedule. Requests for contract price adjustments related to insurance costs after the award will not be considered.

SCHEDULE OF EVENTS

The County currently plans to use the following tentative schedule during this RFQ process.

The County reserves its right to change and/or delay the scheduled dates and times shown below:

EVENT	DATE / TIME
Release of Request for Qualifications (RFQ)	May 22, 2025
Deadline for Questions/Inquiries (emailed to: pur_div@martin.fl.us)	No later than 5:00 PM on Monday the week prior to the qualification due date.
Statement of Qualifications (SOQ) Due Date and Time (Deadline)	**June 18, 2025** at **2:30 PM**
Selection Committee Meeting (Evaluation of Submittals) / Recommendation of Award	July 1, 2025
Anticipated Contract Award	TBD

CRITERIA FOR SELECTION OF FIRMS

A Selection Committee will independently review and evaluate all responsive submittals.

The Committee will reach a consensus on which firms are best qualified and will recommend those firms for inclusion in the prequalified pool and for potential contract award.

Evaluations will be based on the criterion listed below:

CRITERIA	POINT VALUE
Professional Qualifications of Firm	0 – 45
Professional Qualifications of Individual Staff to be Assigned to County	0 – 10
Past Relevant Project Performance	0 – 20
Location of Primary Firm (Martin County = 10, Adjacent County = 8, In Florida = 3, Outside Florida = 0)	0 – 10
Certified MBE/DBE/SBE/FVB **primary firm only** (Yes=2, No=0)	0 or 2
Recent, current & projected workloads	0 – 5
Willingness, ability, past performance record to meet time & budget requirements	0 – 5
Volume of work previously awarded by County for similar projects in the past 3 years (if any) with the object of effecting an equitable distribution of contracts among qualified firms provided such distribution does not violate the principle of selection of the most highly qualified firms (this item does not require a statement or submittal by the firm)	0 or 3
TOTAL POINTS	**0 – 100**

INTERVIEWS (OPTIONAL):

At the County's sole discretion, interviews or presentations may be conducted with top-ranked firms to further assess qualifications and clarify submitted information.

SUBMITTAL CONTENT & FORMAT

GOING GREENER!! One original of the following documents must be returned with bid.

Do not return any other pages or documents unless specifically requested in the RFB.

If e-bidding, upload documents as one complete (.pdf) document rather than separately (no paper copy necessary).

IMPORTANT: FAILURE TO PROVIDE THE FORMS / DOCUMENTATION LISTED BELOW MAY DEEM A SUBMITTAL "NON-RESPONSIVE" AND BE INELIGIBLE FOR CONTRACT AWARD.

FORM OF SUBMITTAL

1. Submittal to be provided in the order below:

   a. **COVER LETTER/ STATEMENT OF INTEREST** *(2-page limit)*

   Include a signed letter expressing your firm's interest in the project. This letter must:

   - Be signed by an authorized corporate officer, principal, or partner
   - Include the physical address of the primary firm
   - Provide the e-mail address of the primary contact to be notified of award
   - Include a copy of current Business Tax Receipt for the Primary Firm

   b. **PROFESSIONAL QUALIFICATIONS OF FIRM** (*3 page limit*)

   Provide an overview of the firm's qualifications to perform general construction services for water and wastewater treatment facilities. Include the firm's history, organizational structure, and the location of the office that will oversee this contract. Confirm that the firm holds all required State of Florida licenses and relevant industry certifications.

   The Prime Contractor is required to hold an active Florida Certified General Contractor or Florida Certified Building Contractor license. A copy of the applicable license(s) must be submitted with the bid. *This documentation will not count toward the page limit for this section.*

   Summarize the firm's core capabilities as they relate to the scope of work, and describe its ability to manage multiple, on-call projects with the necessary resources and responsiveness. Only firms with a minimum of five (5) years of experience performing comparable services will be considered.

   c. **PROFESSIONAL QUALIFICATIONS OF INDIVIDUAL STAFF TO BE ASSIGNED TO COUNTY** *(1-page limit)*

   Provide a summary of the qualifications of key personnel who will be assigned to the County. Identify each individual's name, title, role, and relevant experience related to construction services for water and wastewater treatment facilities. Include information on applicable licenses, certifications, and specialized training. Key personnel should be those who will directly manage or perform work under this

contract and be available to respond to task orders. 1-page resumes for each individual shall be included in the submittal.

If subcontractors are proposed, identify the firms and provide the same information for key subcontractor personnel who will perform critical roles on the contract.

d. **RELEVANT PROJECT EXPERIENCE** (3-page limit)

Provide a summary of the firm's past relevant project experience demonstrating the mandatory minimum qualification of being an established provider of general construction services in the water and wastewater treatment industry. The firm must show documented experience as the Prime Contractor for the construction, upgrade, or rehabilitation of municipal water and/or wastewater treatment facilities with a minimum capacity of 2 million gallons per day (MGD).

For each project or contract submitted as relevant experience, provide the following information:

- Scope of work performed
- Total project or contract cost
- Project or contract start and end dates
- Client/Owner name
- Title (if applicable)
- Organization
- Email address
- Phone number

e. **CERTIFIED MINORITY BUSINESS ENTERPRISE (MBE/DBE/SBE) OR FLORIDA VETERAN BUSINESS STATUS (Provide Certification, If Applicable)**

PRIMARY FIRM ONLY – If applicable, provide a current certificate showing certification as a Minority Business Enterprise (MBE), Disadvantaged Business Enterprise (DBE), Small Business Enterprise (SBE), or Florida Veteran Business, as defined under Section 288.703 or Section 295.187, Florida Statutes.

Attach a copy of the certification.

f. **CURRENT & PROJECTED WORKLOAD** *(1-page limit)*

Describe your firm's current workload and availability to dedicate the necessary resources to Martin County's project/contract. Include discussion of any ongoing or upcoming projects that may impact your ability to meet the timelines and service demands described in the scope of services. Confirm the firm's ability to meet service level agreements (SLAs) and respond to onsite service requests when needed.

g. **WILLINGNESS, ABILITY, PAST PERFORMANCE RECORD TO MEET TIME & BUDGET REQUIREMENTS** *(1-page limit)*

Provide a summary of the firm's willingness and ability to meet project schedule and budget requirements. Describe the firm's approach to managing timelines and controlling costs, including internal procedures used to monitor progress and ensure adherence to project goals.

h. **FORMS & DOCUMENTATION**

The following forms are available on DemandStar, except those indicated with an asterisk (*). All required forms must be properly completed, signed, and notarized where applicable. Incomplete or missing documentation may result in disqualification.

- Affidavit Regarding the Use of Coercion for Labor & Services
- Bidder Acknowledgement Form
- Bidder's Qualification Statement
- Conflict Affidavit
- Drug Free Workplace Certification
- Equal Opportunity Statement
- E-Verify
- Non-Collusion Certification
- Public Entity Crimes Statement
- Vendor Certification Regarding Discriminatory Vendor List
- Vendor Certification Regarding Scrutinized Companies Lists
- W-9 Form (**2024** Form Version)*
- Signed Addenda (if any)

IMPORTANT: FAILURE TO PROVIDE THE FORMS / DOCUMENTATION LISTED ABOVE MAY DEEM A SUBMITTAL "NON-RESPONSIVE" AND BE INELIGIBLE FOR CONTRACT AWARD.

INSTRUCTIONS TO BIDDERS

Bidders are encouraged to read the following instructions carefully. Deviations, changes, modifications or failures to complete the bid can, and in some instances shall, invalidate the bid.

1. **PROHIBITED COMMUNICATIONS ("CONE OF SILENCE")**
   The Cone of Silence prohibits any communication regarding a RFB, RFP, RFQ or other competitive solicitation between any bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, AND any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their subconsultants, or to provide a recommendation to award a particular contract, other than Purchasing Division staff (pur_div@martin.fl.us). The Cone of Silence shall be in effect from the time of advertisement until contract award. **Such communication shall result in disqualification.**

2. **EXAMINATION BY BIDDERS**
   The Bidder is required to carefully examine the site(s) of the work, specifications, drawings, schedules, special instructions and these general requirements prior to submitting a bid and it will be assumed that the Bidder has investigated and is fully informed of the conditions and obstructions to be encountered, of the character, quality and quantities of work to be performed and materials to be furnished and of the requirements of the plans and other contract documents. The Bidder must inform himself fully of the conditions under which the work is to be performed in relation to both construction and labor conditions; failure to do so will not relieve a successful Bidder of his obligations to furnish all materials, equipment and labor necessary to carry out the provisions of the contract documents and to complete the work for the consideration set forth in their bid.

3. **CONFLICTS, ERRORS, AMBIGUITIES OR DISCREPANCIES**
   Bidders shall promptly notify the Purchasing Division (pur_div@martin.fl.us) of all conflicts, errors, ambiguities or discrepancies discovered in the solicitation documents. The County will not be responsible for incorrect assessments by the Bidder.

4. **INQUIRIES/ADDENDA**
   Verbal interpretations of the meaning of the Drawings, Specifications, Sample Contract or other Contract Documents will not be valid. **Every request for interpretation shall be in writing and e-mailed to Purchasing at pur_div@martin.fl.us no later than 5:00 PM on Monday the week prior to the bid due date.** The County will respond to all such requests for interpretation and any supplemental instructions in the form of written addenda and shall publish such addenda on the online bidding site (DemandStar) no later than five (5) calendar days prior to the bid opening date fixed for the opening of bids. Bidders must acknowledge receipt of the addenda in their bid. Failure of any bidder to receive, or to acknowledge receipt of any such addenda shall not relieve such bidder from any obligation under its bid as submitted, provided, however, that failure to so acknowledge receipt of any such addenda may render a bid non-responsive and result in its rejection. Bidders are advised to contact the County prior to submitting bids to satisfy themselves as to the existence and number of all such addenda. All addenda so issued shall become part of the Contract Documents.

5. **BUSINESS REGISTRATION**

Bidders seeking to do business with Martin County (that fall under the categories listed below) shall, before award of contract, be registered, or shall have applied for registration, with the Florida Department of State, Division of Corporations in accordance with the provisions of Chapter 607 and/or 620, Florida Statutes (https://dos.myflorida.com/sunbiz/):

- Corporations [foreign or domestic]
- Limited Liability Companies (LLC)
- Non-profits
- Partnerships

Doing Business As [DBA] - If the Bidder's name stands apart from the owner's or partners' personal legal name, or the officially registered name of an LLC or corporation, the Bidder, before award of contract, shall be registered as a fictitious name with the Florida Division of Corporations in accordance with the provisions of Chapter 865, Florida Statutes.

The above requirements are also applicable to all subcontractors proposed in the bid submittal.

6. **LICENSING REQUIREMENTS**

Bidders shall, at the time of submitting a bid in response to this solicitation, be licensed by the appropriate federal, state and local regulatory agencies as it relates to Bidders' profession or business. Bidder shall provide proof of certification and/or registration as a Contractor by the State of Florida applicable to the work required in the solicitation.

The above requirements are also applicable to all subcontractors proposed in the bid submittal.

7. **BIDDERS DISCLOSURE**

In each bid by an individual or firm, there shall be stated the name and address of every person having an interest in the bid; and in case of a corporation the names and addresses of its officers. Bids shall be signed by the person or member of the firm making the same, and in the case of a corporation, by some authorized officer or agent subscribing the name of the corporation and his own name.

8. **SUBMISSION OF BIDS:**

Bids may be submitted via e-bid (DemandStar), hand delivery, or mail.

E-Bidding (via DemandStar) www.demandstar.com

Upload one (1) electronic copy **(single file)** in **PDF format** to DemandStar.
E-bidding through the online bidding site shall be accepted in lieu of a sealed paper bid as outlined below. However, the bidder shall be responsible for ensuring that the required bid documents are properly uploaded and accepted by the online bidding site. The County shall not be responsible for nor accept bids not properly uploaded by the bid due date and time.

Hand Delivery or Mail:

One (1) copy of the Bid must be submitted in a sealed envelope, plainly marked on the

outside with the Bidder's name, RFB number and bid due date. Bids shall be delivered to the address detailed on the cover page of this solicitation. If forwarded by regular mail or express mail, the sealed envelope containing the bid and marked as directed above, shall be enclosed in another envelope addressed to the U.S. Mail address indicated on the cover page. If forwarded by overnight courier services (other than United States Postal Service Express Mail), the sealed envelope containing the bid and marked as directed above, shall be enclosed in another envelope addressed to the street address indicated on the cover page. Bids may be hand-delivered. Bids by fax or e-mail will **NOT** be accepted. The County cautions bidders to assure actual delivery of mailed or hand-delivered bids directly to the Martin County Administrative Center (Attn: Purchasing Division), 1st Floor, Information Desk, 2401 S. E. Monterey Road, Stuart, Florida. Confirmation of timely receipt of the bid may be made by e-mailing pur_div@martin.fl.us before bid opening time. Bids received after the established deadline shall **not** be considered.

9. **JOINT VENTURE**
   If the bid involves a joint venture, a copy of the joint venture agreement shall be included with the bid along with the attached "Statement of Business Organization".

10. **PUBLIC BID OPENING**
    Sealed bids will be received at the Martin County Administrative Center, Attn: Purchasing Division, 2401 SE Monterey Road, Stuart, Florida 34996, at the time set forth in the solicitation. Bids received after the designated time and date will not be considered. Bids will be publicly opened and read in the Commission Chambers (unless otherwise stated herein).

11. **ACCEPTANCE OR REJECTION OF BIDS**
    The County reserves the right to reject any and all bids when (i) such rejection is in the interest of the County; (ii) such bid is void per se; or (iii) the bid contains any irregularities, provided, however, that the County reserves the right to waive any minor irregularities and to accept the lowest responsible and responsive bid determined by the County. Bids may be considered irregular if there are omissions, unauthorized alterations of any forms, additions not called for, conditional or unauthorized alternate bids, or other irregularities of any kind. The County reserves the right to request a written confirmation of the bid and the responsibility of the bidder prior to the awarding of the Contract. Failure of the bidder to confirm the bid within seven (7) working days from the date of the County's request may render the bid non-responsive and will entitle the County to award to the next lowest bidder and may require forfeiture of the bid bond.

12. **REFERENCES**
    References may be contacted by the County to validate information provided by the Bidder and to determine the client's overall satisfaction with the services provided. Bidder is responsible for notifying their references that the County may contact them. If references cannot be reached, the bid may be deemed non-responsive and rejected. If references obtained by the County are not favorable, the County may reject the bid.

13. **PUBLIC RECORD**
    Bids become a "public record" and shall be subject to disclosure consistent with Chapter 119, Florida Statutes, thirty (30) calendar days after the bid opening or upon bid award in accordance with Chapter 119, Fla. Stat. Marking a proposal "confidential" or "proprietary" does not exclude all or any part of the proposal from disclosure under public records requirements. To claim the proposal or a portion thereof as exempt or confidential and

exempt from disclosure, you must state the basis of the exemption, including the statutory citation to an exemption created or afforded by Florida Statutes; state in writing and with particularity the reasons for the conclusion that the proposal is exempt or confidential and exempt; and if only a portion of the proposal is claimed to be exempt or confidential and exempt, provide a redacted version of the proposal showing those portions claimed to be exempt or confidential and exempt. Proposals submitted with claimed exemptions shall be reviewed and release of these records shall be at the County's discretion. Failure to notify the County of claimed exemptions constitutes a waiver and the submittal will be released as requested.

14. **WITHDRAWAL OF BIDS**
Prior to the bid opening, a bid may be withdrawn provided that the bidder submits a written request that is signed by an authorized representative of the firm that submitted the bid. However, modifications will not be accepted or acknowledged.

15. **NOTICE OF INTENDED AWARD**
A bid tabulation will be posted as soon after the bid opening as possible on the County's website at www.martin.fl.us. Notice of Award will be posted on the online bidding site (DemandStar).

16. **RESPONSIBLE BIDDER (VENDOR)**
Florida Statute 287.012(25) states that a "Responsible vendor" means a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. The County shall review factors, including but not limited to, past project performance, references and length of time in business and shall make the determination of responsibility in its sole discretion. A Contractor Performance Evaluation will be completed at the end of each project. An overall rating of "poor" will result in the Contractor being deemed "non-responsible" for future bids and will result in rejection of bid.

17. **PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING – F.S. 287.05701**
Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the County may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

18. **RESPONSIVE BIDDER (VENDOR)**
A vendor that has submitted a bid, offer, proposal, quotation or response that conforms in all material respects to the solicitation.

19. **BID PROTEST PROCEDURE**
Protests shall be in accordance with the procedure outlined in Section 19 of the Martin County Purchasing Manual which is available on the County's website:
https://www.martin.fl.us/resources/purchasing-manual

20. **CONTRACT**
The successful Bidder shall be required to execute the Contract included with this solicitation and be able to provide the required insurance. Bidders not able to do this should not respond. Any request for a revision to the standard contract shall be submitted

prior to the RFQ due date in order to be considered. The Bidder understands that this RFQ does not constitute an agreement or contract with the Bidder. County contracts are awarded only when a fully executed written agreement has been returned to the Bidder by the County.

21. **EQUAL OPPORTUNITY**
The County recognizes fair and open competition as a basic tenet of public procurement. Contractors doing business with the County are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age or sex.

22. **SELECTION COMMITTEE MEETINGS**
Selection Committee meetings are posted on the County's website at https://www.martin.fl.us/events in accordance with the Florida Sunshine Law. Selection Committee meetings are open to the public except meetings at which a vendor makes an oral presentation or at which a vendor answers questions as part of this competitive solicitation in accordance with Section 286.0113, Fla. Stat.

23. **SHORTLIST NOTIFICATION**
Notification of shortlist shall be within seventy-two (72) hours of a selection committee meeting via e-mail to all firms. Firms that do not provide an e-mail address as requested above shall not be notified. Final selection of #1 ranked firm(s) shall be posted on the online bidding site, DemandStar (https://network.demandstar.com/).

24. **COMPETITIVE NEGOTIATION**
The Chief Procurement Officer shall approve initiating negotiations with the top ranked vendor and any subsequent formal termination of negotiations and initiation of negotiations with the next vendor. The Purchasing Division, along with Departmental staff and the County Attorney's office, shall attempt to negotiate a contract with the top ranked vendor for professional services at compensation that is fair, competitive and reasonable. If the County is unable to negotiate a satisfactory contract with the top ranked vendor, negotiations with that vendor shall be terminated and the negotiations with the next highest ranked vendor will proceed. If these negotiations are not successful, negotiations shall be terminated with the second vendor and attempted with the third high ranked vendor. If the County's negotiator is not successful in negotiating a satisfactory contract with any of the selected vendors, the County's negotiator may select additional vendors in the order of their qualifications and continue negotiations until an agreement is reached or may recommend that the County reject all proposals and may thereafter re-advertise for new proposals.

25. **AWARD**
Award shall be made to the responsible offeror(s) whose proposal conforms to the solicitation and is determined in writing to be the most advantageous to the County taking into consideration price and the evaluation factors set forth in the Request for Qualifications. No other factors or criteria shall be used in the evaluation. Written notice of the award of a contract to the successful offeror shall be promptly given to all offerors.

26. **PERFORMANCE DURING EMERGENCY**
By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Martin County shall be given "first priority" for all goods and services under this contract (if applicable). Bidder agrees to provide all goods and services to Martin County throughout the emergency/disaster at the terms, conditions,

and prices as provided in this solicitation, and with a priority above, a preference over, sales to the private sector. Bidder shall furnish a 24-hour phone number and address to the County in the event of such an emergency. Failure to provide the stated priority/preference during an emergency/disaster shall constitute breach of contract and make the bidder subject to sanctions from further business with the County.

27. **FEDERAL, STATE AND COUNTY REGULATIONS**

The successful bidder(s) and their employees shall conform to all Federal, State and County regulations while in performance of their contracts. Any individual found not to conform shall not be allowed to start to work or if started shall be required to leave the job site immediately. Continued violations by any Successful Bidder shall result in the immediate termination of the Successful Bidder contract.

28. **CONFLICT OF INTEREST**

In compliance with Section 112.313(12), Florida Statutes, any affected public officer or employee of Martin County must file a statement with the Supervisor of Elections of Martin County prior to submitting a bid. This statement should disclose their interest, or that of their spouse or child, and the nature of the intended business, as specified in Florida Commission on Ethics Form 3A. Additionally, advisory board members must ensure that any business relationships comply with Sections 112.313(3) and 112.313(7), Florida Statutes. Any conflicts of interest for advisory board members should be disclosed in accordance with Florida Commission on Ethics Form 4A.

29. **NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

30. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**

The Contractor agrees that it does not and will not, during the performance of the Contract, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Contract. The Contractor shall be responsible for including this provision in all contracts with subcontractors related to this Contract.

31. **NON-COLLUSION**

Martin County reserves the right to disqualify bids upon evidence of collusion with intent to defraud, or other illegal practices to include circumventing or manipulating the bid process in a manner that conflicts with applicable law, upon the part of the Bidder(s), Bidder's employees or agents, the County's Professional Consultant(s), or Consultant's agents, or any County employee(s) who may, or may not, be involved in the development of bid specifications and/or firm bid schedules. Multiple bids from an individual, partnership, corporation, association (formal or informal) or firm under the same or different names shall not be considered. Reasonable grounds for believing that a Bidder has interest in multiple proposals for the same work shall be cause for rejection of all proposals in which such Bidder is believed to have an interest in. Any and/or all proposals shall be rejected if there is any reason to believe that collusion exists among one or more of the Bidders, the County's Professional Consultant(s) or County employees. Any Contractor involved in the development of bid specifications or has direct knowledge of the bid specifications prior to a bid advertisement shall be disqualified from participating in the applicable bid process.

32. **PUBLIC ENTITY CRIMES**

Any bidder, or any of his suppliers, subcontractors, or consultants who shall perform work which is intended to benefit the County shall not be a convicted vendor or, if the bidder or any of his suppliers, subcontractors, or consultants of the bidder has been convicted of a public entity crime, a period longer than 36 months shall have passed since that person was placed on the convicted vendor list. The bidder further understands and accepts that any contract issues as a result of this solicitation shall be either voidable by the County or subject to immediate termination by the County, in the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 Florida Statutes. The County, in the event of such termination, shall not incur any liability to the respondent for any work or materials furnished.

33. **VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST**

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

34. **SUSPENSION AND DEBARMENT**

Martin County will not make award to parties listed on the government-wide exclusions list in the System for Award Management (SAM). The bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. By submittal of a bid in response to this solicitation, bidder asserts neither it nor its principals are presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participation in this work by any Federal department or agency. For work funded by federal grant, contractor is required to have an active registration with the System for Award Management (SAM) (https://www.sam.gov) prior to execution of the agreement.

35. **E-VERIFY**

Bidder must be registered with and use, at their sole expense, the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees, as required by Section 448.095, F.S. Owner, contractor, and subcontractors may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Contractor is responsible for obtaining proof of E-Verify registration for all subcontractors. This requirement applies to any provider of services or goods.

36. **ADDITIONAL INFORMATION**

All terms and conditions of the Martin County Purchasing Manual are incorporated into this

solicitation by reference and are fully binding. Bidders are required to submit their responses to this solicitation, and to conduct their activities during this process in accordance with the Martin County Purchasing Manual. This solicitation, the subsequent evaluation, negotiations, and contract award shall be in accordance with the Martin County Purchasing Manual. The County reserves the right to disqualify, remove from consideration, or debar as appropriate, any vendor that does not comply with the applicable requirements set forth in the Martin County Purchasing Manual. The Purchasing Manual is available on the County's website:
https://www.martin.fl.us/resources/purchasing-manual

Each Respondent, by submitting a bid in response to this solicitation, hereby agrees to comply with, and perform in accordance with any and all policies and procedures provided in the Martin County Purchasing Manual, the County Administrative Code, and any and all other local, state, and federal rules, regulations, laws, codes and ordinances throughout the solicitation and contract term.

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at www.martin.fl.us/accessibility-feedback

SAMPLE

AGREEMENT BETWEEN COUNTY AND CONTRACTOR FOR CONSTRUCTION SERVICES

THIS AGREEMENT, effective this _____ day of _____ in the year, 20_____, between:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, (hereinafter COUNTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996

AND the CONTRACTOR:
(hereinafter CONTRACTOR)

Contract Name:

Contract Number:

Total Contract Value: $
(to all vendors combined over 5 years)

Contract Term: Three (3) years plus two (2) optional one (1) year renewals
Not-to-Exceed five (5) years

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ARTICLE 1
DEFINITIONS

1.1 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Actual Costs*.
   a. costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
   b. cost of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
   c. rental cost of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
   d. costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work;
   e. additional cost of field supervision and field office personnel directly attributable to the charge, exclusive of the cost of estimating, contract administration, and purchasing.

2. Addenda. Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

3. *Agreement.* The written instrument which is evidence of the agreement between COUNTY and CONTRACTOR covering the Work. Also referred to as "Contract".

4. *Bonds.* Performance bond and payment bond and other instruments of security, furnished by the CONTRACTOR and its surety in accordance with the Contract Documents and in accordance with the law of Florida.

5. *Change Order.* A written document which is signed by CONTRACTOR and COUNTY and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

6. *Claim.* Any action, change order, demand, invoice, lawsuit, request, or statement, for money, property, or services made to any agent, employee, or officer of the county. Claim does not include tort claims as that term is used in Section 768.28(5) Florida Statutes as amended from time to time.

7. *Contract Documents.* The Contract Documents establish the rights and obligations of the parties and include the following: Agreement (including Exhibits), entire bid package including Advertisement, all Addenda and Instructions to Bidders, CONTRACTOR'S completed Bid Form package, Notice of Award, Notice to Proceed, drawings, specifications, plans, data, studies, surveys, calculations, permit applications, estimates, photographs, reports, approved submittals, and other documents prepared by, through, or under CONTRACTOR that fix, depict or describe the size, quality and character of the Project, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Design Professional's written interpretations

and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents.

8. *Contract Price.* The moneys paid to CONTRACTOR under Contract Documents, including the Design Fee and Construction Price.

9. *Contract Time.* The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by Design Professional's written recommendation of final payment.

10. *CONTRACTOR.* The individual or entity with whom COUNTY has entered into the Agreement.

11. *Day* means a calendar day unless noted otherwise.

12. *Design Professional* means collectively, the County's authorized agent, including but not limited to architects, engineers, consultants and professionals of record (duly licensed in the State of Florida) that perform services related to the design of any Work at the Project or portions thereof, or otherwise involved on the Project to review and test performance of various Project elements or confirm compliance thereof with any Plan Documents, or otherwise to provide recommendations or advice relating to the design of any portion of the Project.

13. *Drawings.* That part of the Contract Documents prepared or approved by a Design Professional that graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

14. *Effective Date of the Agreement.* The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

15. *Field Order.* A written order issued by COUNTY or its authorized agent, including but not limited to any Design Professional, which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

16. *Final Completion or Final Acceptance.* The completion of all Work called for under the Contract Documents, including, but not limited to, satisfactory operation of all equipment (other than COUNTY supplied equipment or facilities or those installed by separate CONTRACTORS); correction of all punch list items to the satisfaction of COUNTY, payment of all trade CONTRACTORS, subcontractors, and materialmen; settlement of all claims, if any; payment and release of all mechanic's, materialmen's, and similar liens; delivery of all guarantees, equipment operation and maintenance manuals, as-built drawings, certificate of occupancy, and all other required approvals and acceptances by any municipality within Martin County, Martin County itself, the State of Florida or other authorities or agencies having jurisdiction; and removal of all rubbish, tools, scaffolding, and surplus materials and equipment from the Work site.

17. *Notice to Proceed.* A written notice given by COUNTY to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

18. *Public Record.* Means " all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by [COUNTY]," Section 119.011(12) Fla. Stat. (2020), including but not limited to the transaction of official business between COUNTY and CONTRACTOR. .

19. *Samples.* Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

20. *Shop Drawings.* All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

21. *Specifications.* That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

22. *Substantial Completion.* The stage in construction when the Work can be utilized for the purposes for which it was intended, as well as the satisfaction of the following requirements: (1) the items that affect operational integrity and function of the Project must be capable of continuous use; (2) all permits and other regulatory requirements must be satisfied; and (3) a Certificate of Occupancy must be issued where one is required. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

23. *Surety*. The corporate body that is responsible for the CONTRACTOR in connection with the Work as set forth in the Bonds and that is included in the most recent United States Department of the Treasury List of Acceptable Sureties and authorized to issue surety bonds in Florida, and which maintains a surety rating of "A-" or better or equivalent rating by a nationally recognized rating agency.

24. *Underground Facilities.* All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

25. *Work.* Services as defined in each individual Work Order to be paid for in accordance with the unit prices indicated in CONTRACTOR's bid.

26. *Work Order.* A formal document that is dated, serially numbered, and executed by both the COUNTY and the CONTRACTOR in response to COUNTY's request for proposal, by which COUNTY accepts CONTRACTOR's proposal for specific Services and CONTRACTOR indicates a willingness to perform such specific Services under the terms and conditions specified in this AGREEMENT.

27. *Year* means 365 calendar days.

B. As used herein, the disjunctive “or” includes the conjunctive “and”. Further, the singular shall include the plural and vice versa.

ARTICLE 2
WORK/PRELIMINARY REQUIREMENTS

2.1 Work. CONTRACTOR agrees to furnish and complete all authorized and approved work, materials, supplies, tools, furnishings, fixtures, labor, services, equipment, site development, regulatory matters, testing surveying, engineering, landscaping, accounting, coordinating, and construction of the Project.

2.2 Commencement of Work and Notices To Proceed. The Date of Commencement of the Work shall be the date indicated in the Notice to Proceed. Notice to Proceed as to each Phase shall be issued by the Project Manager after the CONTRACTOR has delivered to the COUNTY the executed AGREEMENT, the Bonds and Insurance Certificates in accordance with the AGREEMENT, and the Board has approved this AGREEMENT. No Work shall be performed by the CONTRACTOR or its Professionals, subconsultants, or subcontractors, and no irrevocable commitments to vendors shall be made prior to the Date of Commencement, at which time, CONTRACTOR may commence to perform Work.

2.3 Nothing contained in any Work Order shall conflict with the terms of this AGREEMENT, and the terms of this AGREEMENT shall be deemed to be incorporated in each individual Work Order as if fully set forth therein. A Work Order shall contain the following:

a. A description of the specific Services to be performed, a schedule and amount of compensation to be paid with sufficient detail so as to identify all of the various elements of costs such as, labor rates by classification, hours for each classification, extended price, subcontracted labor (also broken out), material, other direct costs, overhead rate, indirect rate, and profit/fee. The sufficiency of such budget detail is subject to the approval of the COUNTY; and

b. Any other additional instructions or provisions relating to the specific Services authorized pursuant to each Work Order that do not conflict with the terms of this Agreement.

2.4 Preconstruction Conference(s). Immediately following the issuance of the Notice to Proceed the CONTRACTOR shall meet with the COUNTY for review and acceptance of the CONTRACTOR’S initial submittals, CPM Schedule, Final Schedule of Values, personnel and Subcontractor list, to review mobilization requirements, to establish procedures for handling shop drawings and other Submittals and Applications for Payment, and to establish a working understanding among the parties as to the Work.

2.5 Assumption of Risks. CONTRACTOR shall become familiar with and prepare for the normal weather conditions existing in Martin County, Florida. Normal weather conditions are expected to impact the Work in numerous ways, including but not limited to, delays during and after periods of rainfall, temporary flooding and ponding, wet ground, high winds and debris. CONTRACTOR’S Contract Price and Project Schedule, and any subsequent approved revisions thereto, shall sufficiently anticipate and include normal weather Days as reflected by

10-year average of historical records produced by the National Weather Service. Additionally, the CONTRACTOR assumes the risk for all costs associated with concealed Site conditions which are foreseeable through the exercise of due diligence. Again, it shall be the obligation of CONTRACTOR to fully investigate the Site and provide sufficient contingency amounts for conditions which are foreseeable.

2.6 Requirement to E-Verify. ***As a condition precedent to entering into this AGREEMENT***, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

A. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.
B. The COUNTY, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat., or the provisions of this section shall terminate the contract with the person or entity.
C. The COUNTY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
D. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(5)(d), Fla. Stat. Contractor acknowledges that upon termination of this AGREEMENT by the COUNTY for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the COUNTY as a result of termination of any contract for a violation of this section.
E. *Subcontracts.* Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

ARTICLE 3
CONTRACT PRICE

The OWNER shall pay the CONTRACTOR for the performance of Work outlined in each individual Work Order issued in accordance with the Contract Documents, the fixed Contract Price outlined in each individual Work Order, based on the unit costs in the Bid. The obligations of the OWNER under this Agreement are subject to the availability of funds lawfully appropriated for the Project by the Board of County Commissioners of Martin County.

ARTICLE 4
CONTRACTOR RESPONSIBILITIES

4.1 CONTRACTOR represents that it has familiarized itself with, and assumes full responsibility for having familiarized itself with, the nature and extent of the Contract

Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that it has correlated its study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that it has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as it deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that it has correlated the results of all such data with the requirements of the Contract Documents.

4.2 The CONTRACTOR shall give all notices and comply with all municipal, local, state and federal laws, ordinances, codes, rules, licenses, and regulations applicable to the Work. If the CONTRACTOR observes that any of the AGREEMENT is contradictory to such laws, rules, and regulations, it shall notify the Project Manager promptly in writing. If the CONTRACTOR performs any Work that it knows or should have known to be contrary to such laws, ordinances, rules, and regulations, it shall bear all related costs.

4.3 CONTRACTOR acknowledges that its duties hereunder shall not be excused or discharged in any respect based on the incompleteness or inaccuracy of any such documents or materials.

4.4 CONTRACTOR shall be responsible to the COUNTY for acts and omissions of CONTRACTOR and CONTRACTOR'S agents, employees, professionals, subconsultants, subcontractors, and all other parties performing Work by, through and under CONTRACTOR.

4.5 CONTRACTOR shall be responsible for the management, coordination and supervision of all construction means, methods, techniques, sequences and procedures for completion of the Work.

4.6 The CONTRACTOR agrees to bind specifically every Professional, subconsultant and subcontractor to the applicable terms and conditions of the AGREEMENT, for the benefit of the COUNTY.

4.7 CONTRACTOR represents that it is fully experienced and properly qualified to perform the Work under the Contract Documents and that it is properly licensed, equipped, organized and financed to perform such Work.

4.8 CONTRACTOR shall act as an independent CONTRACTOR and not as the agent of COUNTY. The CONTRACTOR shall supervise and direct the Work and shall be solely responsible for the means, methods, techniques, sequences and procedures of construction subject to compliance with the Contract Documents.

4.9 The CONTRACTOR shall employ and maintain a full-time on-site Superintendent who shall have been designated in writing by the CONTRACTOR and pre-approved by the COUNTY. The Superintendent shall be dedicated to this the Project full time and shall have full authority to act on behalf of the CONTRACTOR in supervising the project and to obtain authority timely when necessary, for example, for change orders. The Superintendent shall be capable of properly interpreting the Contract Documents and be thoroughly experienced in the type of work being performed. The Superintendent shall have full authority to receive instructions from the Design Professional and to execute the orders or directions of the Design Professional, including promptly supplying any materials, tools, equipment, labor, and

incidentals that may be required. The Superintendent shall be provided regardless of the amount of work sublet. The Superintendent shall speak and understand English, and the CONTRACTOR shall maintain at least one other responsible person who speaks and understands English, on the project during all working hours. All communications given to the Superintendent shall be as binding as if given to the CONTRACTOR. Nothing contained herein shall be construed as modifying the CONTRACTOR's duty of supervision and fiscal management as provided by Florida law. The COUNTY shall have the right of direct removal of any Authorized Representative of the CONTRACTOR. Any change in the Superintendent of the CONTRACTOR assigned to the Project shall be subject to the COUNTY's prior written approval. The Authorized Representative shall have full authority to receive instructions from the Owner and/or Design Professional, and to execute the orders or directions of the Owner and/or Design Professional, including promptly supplying any materials, tools, equipment, labor, and incidentals that may be required. The Superintendent shall provide such superintendence regardless of the amount of work sublet.

4.10 The CONTRACTOR shall not employ any subcontractor or Consultant against whom the COUNTY may have reasonable objection.

4.11 The CONTRACTOR shall keep at least one record copy in hard copy and one in electronic format of all Contract Documents on-site in good order and annotated to show all changes made during the construction process. Final acceptance of the Work will be withheld until all such modifications have been properly inserted electronically into the design documents (thus creating "As-Built Documents") and provided to the COUNTY, and the COUNTY approves those As-Built Documents.

4.12 The CONTRACTOR shall provide the COUNTY two copies of the Record Drawings verifying the as-built conditions for all installed and constructed components of the Work, including, but not limited to, the surface water management, traffic control, lighting, water distribution, and wastewater collection systems. The Record Drawings, which shall be signed and sealed by a Professional Engineer or Surveyor and Mapper, licensed in the State of Florida, must demonstrate to the Project Manager that the Project components were constructed in substantial conformance with the approved Construction Plans and applicable permits and that the Project will function as designed and intended. The Record Drawings must be certified based on an As-Built Survey prepared in accordance with the Standards of Practice established in Florida Administrative Code (FAC) 5J-17.051 and 5J-17.052. If the Project Manager determines that the as-built conditions of one or more components are not constructed in substantial conformance with the approved Construction Plans or that the Record Drawings do not sufficiently demonstrate conformance with the Construction Plans, one set of the Record Drawings will be returned to the CONTRACTOR that identify the deficient component(s) of the Work. The CONTRACTOR shall correct the component(s) or the Record Drawing in the timeframes set forth in Article 6 of this Agreement. Upon acceptance by the Project Manager, the CONTRACTOR shall provide the COUNTY with one (1) copy of the Record Drawings electronically in AutoCAD® and Adobe Acrobat®. The Adobe Acrobat® file shall be a replica of the signed and sealed Record Drawing. Unless the COUNTY agrees otherwise in writing, the Adobe Acrobat® file shall be digitally signed by the Professional Engineer or Surveyor and Mapper, licensed in the State of Florida.

4.13 The CONTRACTOR shall, at its expense, attend any and all meetings called by COUNTY to discuss the Work under the Contract.

4.14 CONTRACTOR shall deliver to the COUNTY both prior to commencing the

Project and also at the completion of the Project and before receipt of Final Payment, a DVD video of the Project showing the site before Work is commenced, the site as it progresses on a monthly basis, and after Work has been completed. CONTRACTOR shall identify on the videos the station numbers as those areas of the Project are taped, as well as the date recorded. The cost of the recording is included in the bid submitted by the CONTRACTOR.

4.15 CONTRACTOR shall not establish and shall not allow its employees to engage in any commercial activities on the Project site unrelated to the Project/Work Order.

4.16 The CONTRACTOR shall, at its expense, arrange for, develop and maintain all utilities in Work areas to meet the requirements of the Contract. Such utilities shall be furnished by CONTRACTOR at no additional cost to the COUNTY, and shall include, but not be limited to, the following: public telephone service for the CONTRACTOR'S use; construction power as required at each point of construction; and water as required throughout the construction. Prior to final acceptance of the Work the CONTRACTOR shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of the Contract. The COUNTY will assume the utility costs directly related to its usage of areas in which it has taken Beneficial Occupancy.

4.17 The CONTRACTOR shall be responsible for the proper maintenance, control, and detour of traffic in the area of construction, during the course of construction. All traffic control and maintenance procedures shall be in accordance with the requirements of either the Florida Department of Transportation, Martin County, or the local municipality, within their respective area of jurisdiction. It shall be the CONTRACTOR'S responsibility, as Bidder, prior to submitting its Bid, to determine the requirements of these agencies so that its Proposal reflects all costs to be incurred. No claims for additional payment will be considered for costs incurred in the proper maintenance, control, detour and protection. The CONTRACTOR shall notify all such agencies and the COUNTY at least seven (7) days in advance of any traffic detour. The CONTRACTOR shall notify all such agencies and the COUNTY at least fourteen (14) days in advance of any road closure.

4.18 The CONTRACTOR is responsible for adequate drainage at all times. Existing functioning storm sewers, gutters, ditches, and other run-off facilities shall not be obstructed.

4.19 Fire hydrant on or adjacent to the highway shall be kept accessible and no obstruction shall be placed within fifteen feet (15') of any hydrant.

4.20 Heavy Equipment shall not be operated close enough to pipe headwalls or other structures to cause their displacement.

4.21 Where the COUNTY determines it to be necessary for maintaining the security of livestock or adjacent property or for protection of pedestrians, the CONTRACTOR shall erect and operate under temporary security fencing. Permanent fencing shall be addressed as required by the Plans and Specifications.

4.22 CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of Work under this Agreement.

ARTICLE 5

PAYMENT

5.1 Schedule of Values; Retainage

The CONTRACTOR's Unit Price Proposal for each Work Order shall serve as the schedule of values for basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the COUNTY. Progress payments on account of Work will be based on the number of units completed. The schedule of values shall be approved by the County prior to commencement of the project, that is, before the first Notice to Proceed. Pursuant to Section 255.078(1), Florida Statutes, the COUNTY will withhold from each progress payment made to the CONTRACTOR the amount of 5% of the payment as retainage. Pursuant to Section 255.078(3), Florida Statutes, the COUNTY may elect not to pay or release any amounts (such as retainage) that are the subject of a good faith dispute in writing, the subject of a claim brought pursuant to Section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the COUNTY or CONTRACTOR.

5.2 Method of Payment and Payment

5.2.1. CONTRACTOR may submit invoices for compensation no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after expiration or earlier termination of this Agreement. Invoices shall designate the services performed and, as applicable, the personnel, hours, tasks, or other details as requested by COUNTY.

5.2.2. Any invoice submitted by CONTRACTOR shall be in accordance with the schedule of values minus any agreed upon retainage. Retainage amounts shall only be invoiced to COUNTY upon completion of all services.

5.2.3. COUNTY shall pay CONTRACTOR within twenty-five (25) days of CONTRACTOR's approved invoice. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement. COUNTY may withhold payment, in whole or in part, for failure of CONTRACTOR to comply with a term, condition, or requirement of this Agreement.

5.2.4. CONTRACTOR shall pay subcontractors and suppliers within ten (10) days following receipt of payment from COUNTY for such subcontracted work or supplies. CONTRACTOR agrees that if it withholds an amount as retainage from subcontractors or suppliers, it will release such retainage and pay same within ten (10) days following receipt of payment of retained amounts from COUNTY. Failure to pay a subcontractor or supplier in accordance with this subsection shall be a material breach of this Agreement, unless CONTRACTOR demonstrates to COUNTY's satisfaction that such failure to pay results from a bona fide dispute with the Subcontractor or supplier and, further, CONTRACTOR promptly pays the applicable amount(s) to the subcontractor or supplier upon resolution of the dispute. CONTRACTOR shall include requirements substantially similar to those set forth in this subsection in its contracts with subcontractors and suppliers.

5.3 CONTRACTOR'S Warranty of Title. The CONTRACTOR warrants and guarantees that title to all Work covered by an Application for Payment, whether incorporated in the Work or not, shall pass to the COUNTY prior to the making of the Application for Payment, free and

clear of all liens, claims, security interests, purchase money security interest, chattel paper or encumbrances of any nature whatsoever ("Liens").

5.4 The CONTRACTOR shall promptly pay all Subcontractors, laborers, materialmen, and suppliers upon receipt of payment from the COUNTY, out of the amount paid to the CONTRACTOR on account of such person's portion of the Work, the amount to which such person is entitled, reflecting percentages actually retained from payments to the CONTRACTOR on account of such person's portion of the Work. The CONTRACTOR shall, by appropriate agreement with each Subcontractor or other person, require each subcontractor or other person to make payments to Sub-subcontractors in similar manner.

5.5 A Certificate of Payment, a progress payment, or partial or entire use of the Project by the COUNTY shall not constitute acceptance of Work not in accordance with the Contract Documents.

5.6 In accordance with the provisions of Florida Statutes section 255.05, where the CONTRACTOR requires a waiver from laborers, materialmen, subcontractors, or sub-subcontractors (as each such term is defined by Florida Statutes section 713.01) of the right to make a claim against the Payment Bond in exchange for, or to induce payment of, a progress payment or a final payment; such waivers shall comply with the form set forth in Florida Statutes section 255.05 as amended from time to time. Written consent from the surety in a form acceptable to the County regarding the project or payment may be given in lieu of waivers.

5.7 If one or more "Notice of Non-Payment" is received by the COUNTY, no further payments will be approved until non-payment(s) have been satisfied and a "Release of Claim" for each "Notice" has been submitted to the COUNTY. Upon request, CONTRACTOR shall furnish acceptable evidence that all such claims or liens have been satisfied. If CONTRACTOR fails to satisfy the nonpayment, COUNTY may make payment and back charge CONTRACTOR for any and all costs associated with such payment.

5.8 Progress. If at any time during the progress of Work, CONTRACTOR'S actual progress is inadequate to meet the requirements of the Contract, COUNTY may, but is not required to, notify CONTRACTOR to implement some or all of the following remedial actions at the sole cost and expense of CONTRACTOR:

1. Increase construction manpower in such quantities and crafts as necessary to eliminate the schedule progress deficiency;

2. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the schedule progress deficiency;

3. Reschedule the Work in conformance with the specification requirements.

5.9 Neither such notice by COUNTY nor COUNTY'S failure to issue such notice shall relieve CONTRACTOR of its obligation to achieve the quality of Work and rate of progress required by the Contract.

ARTICLE 6
TIME OF PERFORMANCE

6.1 Time is of the essence under this Agreement.

6.1.1 Substantial Completion

The following items, as applicable, shall be completed prior to an inspection for Substantial Completion:

1. All general construction completed, and the project components shall be clean, and all systems fully functional.

2. All mechanical and electrical Work substantially complete, fixtures in place, connected, cleaned and usable.

3. All electrical circuits shall be scheduled in panels, and all panels and disconnect switches properly labeled.

4. All painting shall be completed; all signs installed.

5. All floors, glass and metal Work shall be cleaned.

6. All finish hardware shall be installed, and all doors shall be in good Working order.

7. Project site shall be cleared of the CONTRACTOR'S excess equipment, temporary facilities, trailers, and/or building supplies. All temporary construction shall be removed, and all Sitework completed.

8. All operations and maintenance manuals for all equipment shall have been submitted.

9. Manufacturers certifications, warranties, and current as-builts shall be delivered to COUNTY.

10. All operations and maintenance training related literature, software and back-up electronic files have been provided.

11. All required spare parts, materials, as well as any special measuring devices and tools shall have been provided to COUNTY.

12. All air and water balancing reports shall have been submitted.

13. All keys and blanks shall have been provided.

6.1.2 When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify COUNTY in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that the COUNTY or COUNTY's authorized agent issue a certificate of Substantial Completion. Promptly thereafter, COUNTY and CONTRACTOR, and Architect/Engineer shall make an inspection of the Work to determine the status of completion. For the purpose of this Contract, and for the compliance of those procedures, duties and obligations as set forth in Florida

Statutes §218.70 et. seq. and §218.735 et. seq. the term “Substantial Completion” is defined as that point where COUNTY is able to enjoy beneficial occupancy of the Work and where the Work has achieved that level of completion such that COUNTY is able to utilize the entire Project for its intended purposes, including but not limited to the completion of all specified systems and items relating to life, safety and regulatory use, with the exception of incidental or incomplete items except where a lack of completion of such incidental or incomplete items of Work will adversely affect the complete operation of other areas of the Work. Additional conditions (if any) needed to achieve Substantial Completion of the Work and which are project specific are as set forth in attached Exhibits. If COUNTY does not consider the Work substantially complete, COUNTY will notify CONTRACTOR in writing giving the reasons therefore. If COUNTY considers the Work substantially complete, COUNTY will issue a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. If COUNTY considers the Work substantially complete, then, for construction projects having an estimated cost of less than 10 million dollars:

A. The intent of this section is for the COUNTY and the CONTRACTOR to cooperate to develop a Final Punchlist no later than 30 (thirty) days from the date of reaching Substantial Completion.

B. Within 5 (five) days of Substantial Completion of the Project, the CONTRACTOR shall schedule a walkthrough with the COUNTY (“Punchlist Walkthrough”). The purpose of the Punchlist Walkthrough is to 1) determine that the project has achieved Substantial Completion, and if so, to develop a Punchlist of items to be performed by the CONTRACTOR, based upon observations made jointly between the CONTRACTOR and the COUNTY during the Punchlist Walkthrough and 2) to establish an estimated cost to complete each item on the Punchlist. The COUNTY may include within such cost estimation the total costs for completing such item of work, including the administrative costs as well as costs to address other services needed or areas of work which may be affected in order to achieve full completion of the Final Punchlist item. The COUNTY shall issue the Final Punchlist, including the estimated cost for each item, within 30 (thirty) days of the Substantial Completion date

C. The CONTRACTOR shall endeavor to address and complete as many items as possible noted on the Punchlist either during the Punchlist Walkthrough itself or within 20 (twenty) days from the date of the Punchlist Walkthrough.

D. No more than 20 (twenty) days following the issuance of the Final Punchlist, the CONTRACTOR shall again initiate and request a second walkthrough (“Final Walkthrough”) of the Project with the COUNTY. The purpose of the Final Walkthrough is to identify which items on the Punchlist remain incomplete and to supplement that list as legally necessary (based, for example, upon work which may have been damaged as a result of the CONTRACTOR’s performance of completion of items contained on the Punchlist.

E. The CONTRACTOR shall complete the Final Punchlist items within 30 (thirty) days of the date of its issuance by the COUNTY.

F. Within twenty (20) business day after the Punchlist is created, the COUNTY must pay the contractor the remaining contract balance less an amount equal to 150% of the estimated cost to complete any items remaining on the Punchlist.

G. The CONTRACTOR acknowledges and agrees that no item contained on the Final Punchlist shall be considered a warranty item until such time as: (i) the Final Punchlist is 100% (one hundred percent) complete; and (ii) the COUNTY has been able to operate or utilize the affected Punchlist item for 15 (fifteen) days, whichever occurs last.

H. The CONTRACTOR acknowledges and agrees that the COUNTY may, at their option, during performance of the Work and prior to Substantial Completion, issue lists of identified non-conforming or corrective work for the CONTRACTOR to address. The intent of any such lists prior to Substantial Completion is to streamline the Punchlist process upon achieving Substantial Completion, and to allow for the CONTRACTOR to address needed areas of corrective work as they may be observed by the COUNTY during performance of the Work.

6.1.3 If Substantial Completion has not been obtained at the Punchlist Walkthrough inspection called by the CONTRACTOR, for reasons that are the fault of the CONTRACTOR, the cost of any subsequent inspections requested by the CONTRACTOR for the purpose of determining Substantial Completion shall be at the cost of the CONTRACTOR and shall be assessed against the final payment application. Punch list items recorded as a result of inspections for Substantial Completion are to be corrected by the CONTRACTOR within the timeframe established.

6.1.4 COUNTY shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but COUNTY shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

6.2 Partial Utilization

A. Use by COUNTY at COUNTY'S option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which COUNTY, Design Professional, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by COUNTY for its intended purpose without significant interference with CONTRACTOR'S performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. COUNTY at any time may request CONTRACTOR in writing to permit COUNTY to use any such part of the Work which COUNTY believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to COUNTY and Design Professional that such part of the Work is substantially complete and request Design Professional to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify COUNTY and Design Professional in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request Design Professional to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, COUNTY, CONTRACTOR, and Design Professional shall make an inspection of that part of the Work to determine its status of completion. If Design Professional does not consider that part of the Work to be substantially complete, Design Professional will notify COUNTY and CONTRACTOR in writing giving the reasons therefore.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with this Agreement regarding property insurance.

6.3 Final Inspection

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, Design Professional will promptly make a final inspection with COUNTY and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

6.4 Final Payment

A. Application for Payment

1. After CONTRACTOR has, in the opinion of Design Professional, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents, current as-builts, and other documents.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to COUNTY) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens and as approved by COUNTY, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which COUNTY or COUNTY'S property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to COUNTY to indemnify COUNTY against any Lien.

B. Review of Application and Acceptance

1. If, on the basis of Design Professional’s observation of the Work during construction and final inspection, and Design Professional’s review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Design Professional is satisfied that the Work has been completed and CONTRACTOR’S other obligations under the Contract Documents have been fulfilled, Design Professional will, within ten days after receipt of the final Application for Payment, indicate in writing Design Professional’s recommendation of payment and present the Application for Payment to COUNTY for payment. At the same time Design Professional will also give written notice to COUNTY and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, Design Professional will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Upon completion of all items on the punchlist, final payment is due twenty-five days after the payment request or invoice is stamped as received by County, Payment on a corrected payment requests, must be paid or rejected ten (10) days after the date the corrected payment request or invoice is stamped as received; or

2. If a good faith dispute made in writing exists as to whether one or more items identified on the list have been completed pursuant to the contract, the COUNTY may continue to withhold an amount not to exceed 150 percent of the total costs to complete such items.

6.5 If Substantial Completion is not obtained at the inspection called by the CONTRACTOR, for reasons that are the fault of the CONTRACTOR, the cost of any subsequent inspections requested by the CONTRACTOR for the purpose of determining Substantial Completion shall be at the cost of the CONTRACTOR and shall be assessed against the final payment application. Punch list items recorded as a result of inspections for Substantial Completion are to be corrected by the CONTRACTOR within the timeframe established.

ARTICLE 7
LIQUIDATED DAMAGES; FORCE MAJEURE

7.1 Milestones, milestone completion dates and applicable liquidated damages shall be in accordance with the Work Order.

7.2 Upon failure of the CONTRACTOR to Finally Complete the Agreement/Work Order within the specified period of time, plus approved time extensions, the CONTRACTOR shall pay to the COUNTY daily liquidated damages in the amount shown on Page 1 of this Agreement to reflect the COUNTY's estimated damages resulting from the delay to Final Completion.

7.3 Milestones, milestone completion dates, and applicable Liquidated Damages shall be in accordance with the Contract Documents.

7.4 If the milestones are not strictly complied with, then Liquidated Damages will be assessed against the CONTRACTOR, which are agreed upon, and it is further agreed that such Liquidated Damages bear a reasonable relationship to damages to be incurred by the COUNTY, and are not a penalty.

7.5 Force Majeure. A party shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is beyond the reasonable control of a party, materially affecting the performance of any of its obligations under this agreement, and could not reasonably have been foreseen or provided against, but will not be excused for failure or delay resulting from only general economic conditions or other general market effects. If either party invokes this provision to avoid performance of any obligation under this Agreement and a Court determines that party wrongfully invoked this provision to evade performance of such an obligation, the aggrieved party shall be entitled to its reasonable attorney's fees and costs for obtaining the Court's determination of the same.

ARTICLE 8
CLAIMS FOR ADDITIONAL TIME

8.1 If the CONTRACTOR'S performance of this Contract is delayed: i) which delay is beyond the reasonable control and without the fault or negligence of the CONTRACTOR or its

subcontractors; or ii) by changes ordered in the Work, and in either event where such delay or change in the Work affects the critical path, then the Contract Time shall be extended by Change Order as determined by the COUNTY . If the CONTRACTOR wishes to make Claim for an increase in the Contract Time, CONTRACTOR shall provide COUNTY a written notice of claim upon discovering the cause of the alleged delay. Such notice of claim shall include the following information, or else be waived:

1. Nature of the delay or change in the Work;

2. Dates of commencement and cessation of the delay or change in the Work;

3. Activities on the current progress schedule affected by the delay or change in the Work;

4. Identification and demonstration that the delay or change in Work affects the critical path;

5. Identification of the source of delay or change in the Work;

6. Anticipated extent of the delay or change in the Work; and

7. Recommended action to minimize the delay.

8.2 The CONTRACTOR shall not be entitled to any extension of time for delays resulting from any cause unless CONTRACTOR shall have notified the COUNTY in writing within seven (7) days of commencement of the delay.

8.3 No Damages for Delay; Exclusive Remedy. The CONTRACTOR shall not be entitled to and hereby waive any and all claims for damages which they may suffer by reason of delay, acceleration, loss of efficiency, or other related time or impact-based claims (hereinafter collectively "delay") or for delay attributable to any foreseen or unforeseen condition, or for delays claimed to be the result of active, intentional, knowing or passive interference by the COUNTY , Architect, Design Professional, or its agents, and waives damages which it may suffer by reason of such claims for lost profits, loss or impairment of bonding capacity, destruction of business, extended overhead, supervision, extended, unabsorbed home office overhead; the extension of time granted herein being the CONTRACTOR'S sole remedy, with the exception that in the event of demonstrated critical, compensable, non-concurrent delay suffered by the CONTRACTOR, the CONTRACTOR may claim as its sole and exclusive remedy any associated, extended direct jobsite general conditions expended by the CONTRACTOR (hereinafter "applicable extended general conditions") in a sum not to exceed $250.00 per each day of delay. Apart from extensions of time or acceleration costs approved by COUNTY and any applicable extended general conditions, no payment of claim for delay damages shall be made to the CONTRACTOR as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Work, whether such delay be avoidable or unavoidable. Notwithstanding anything herein to the contrary, provided CONTRACTOR have otherwise satisfied the requirements of this Contract, the CONTRACTOR shall be entitled to an increase in the Contract sum based upon approved general condition, insurance, and bond premium costs resulting from delays for which the Design Professional has approved by Change Order. an extension of time for performance; provided, however, COUNTY shall not be required to pay such additional amounts for any days following the date on which CONTRACTOR achieves Final Completion for the

appropriate portion of the Work.

ARTICLE 9
SITE CONDITIONS

9.1 Field Measurements. Before undertaking each part of the construction, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to the COUNTY any conflict, error or discrepancy which CONTRACTOR or any of its Subcontractors or Suppliers may discover and shall obtain a written interpretation or clarification from COUNTY before proceeding with any Work affected. CONTRACTOR shall remain liable to COUNTY for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents prepared by CONTRACTOR.

9.2 Differing Site Conditions. The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the COUNTY in writing of: (l) subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or (2) unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Contract. The COUNTY will promptly investigate the conditions, and if it finds that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly. CONTRACTOR'S failure to provide notice upon discovery of the differing site condition shall waive any entitlement to such an adjustment in the Contract Price or Contract Time.

ARTICLE 10
INDEMNIFICATION

The CONTRACTOR hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether employees of any tier of the CONTRACTOR, its SUBCONTRACTS, CONSULTANTS or SUPPLIERS or otherwise, and to all property caused by, resulting from, arising out of or occurring in connection with the execution of the Contract, or in preparation for the work and services under this Contract, or any extension, modification, or amendment thereto by change order to otherwise.

CONTRACTOR hereby agrees to indemnify and hold harmless MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, its officers and employees from liabilities, damages, lawsuits, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in the performance of the Construction Contract.

ARTICLE 11
TERMINATION

11.1 Notwithstanding any other provision of this Contract, the CONTRACTOR may be held in default of its contractual obligation under this Contract if the CONTRACTOR:

1. refuses or fails to supply enough properly skilled workers or proper and sufficient materials and equipment;

2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the CONTRACTOR and the Subcontractors;

3. disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;

4. performs Work that does not conform to Contract Documents requirements;

5. fails to meet the Contract schedule or fails to make progress on the Work so as to endanger performance of the Contract;

6. abandons or refuses to proceed with any or all Work; or

7. otherwise breaches, fails to comply fully with, or is in default of any provision of the Contract Documents.

11.2 The COUNTY must provide written notice to the CONTRACTOR notifying it that the COUNTY is declaring it in default and providing the CONTRACTOR with five (5) days after receipt of such written notice of default, to cure such default. In the event that the CONTRACTOR fails to cure the default within the five (5) day default period, the COUNTY may:

1. take possession of the Work site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the CONTRACTOR;

2. accept assignment of subcontracts pursuant to this Agreement; and

3. finish the Work by whatever reasonable method the COUNTY may deem expedient, and charge all completion costs against any monies owed or to be owed to CONTRACTOR, or back charge CONTRACTOR for any and all such completion costs, or

4. terminate the CONTRACTOR and hire a completion CONTRACTOR to finish the Work by whatever reasonable method the COUNTY may deem expedient, and charge all completion costs, including costs for construction, architectural, engineering, project management, and any other expenses, against any monies owed or to be owed to CONTRACTOR, or back charge CONTRACTOR for any and all such completion costs, or

5. set off any and all such completion costs against any monies then due or to become due on any other projects that the COUNTY has with CONTRACTOR.

11.3 Upon default, CONTRACTOR shall not be entitled to receive further payment until the Work is finished.

11.4 If, after notice of termination, it is determined for any reason that the CONTRACTOR was not in default, or that the delay was excusable under the provisions of the Contract Documents, the rights and obligations of the parties shall be the same as if the notice of termination had been a Termination by the COUNTY for Convenience.

11.5 Pursuant to Section 287.135, F.S., the COUNTY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to

have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

11.6 Termination by the COUNTY for Convenience. Notwithstanding any other provision to the contrary in the Contract Documents, the COUNTY reserves the right at any time and in its sole and absolute discretion to terminate the services of the CONTRACTOR with respect to the Work by giving written notice to the CONTRACTOR. In such event, the CONTRACTOR shall be entitled to, and the COUNTY shall reimburse the CONTRACTOR for, an equitable portion of the Contract Price based on the portion of the Work completed prior to the effective date of termination and for any other reasonably expended costs attributable to such termination. However, CONTRACTOR shall not be entitled to receive its anticipated profits for any unperformed Work.

11.7 Should the CONTRACTOR'S Contract be terminated for any reason, the CONTRACTOR shall, at no additional cost to the COUNTY, give written permission to the COUNTY to utilize all design documents necessary for the purpose of completing the Project with another CONTRACTOR.

ARTICLE 12
SUSPENSION OF WORK

The COUNTY may, without cause, order the CONTRACTOR in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the COUNTY may determine.

ARTICLE 13
CHANGES IN THE WORK

13.1 The COUNTY may, at any time or from time to time, order additions, deletions or revisions in the Work. Upon request of the COUNTY, a request for proposal will be issued to the CONTRACTOR detailing the proposed additions, deletions or revisions to the Work. The request for proposal shall include such details as man-hours, man-hour rates, quantities, quantity unit rates, equipment, equipment unit rates and mark-ups. The CONTRACTOR shall complete and return the request for proposal to the COUNTY within ten (10) days from receipt thereof. The request for proposal shall include any increases or decreases in Contract Time or Contract Price and shall include any additional modifications required by virtue of the requested change, whether or not such additional modifications were specifically identified in the request for proposal. The request for proposal may then be: 1) issued as a Change Order in accordance with the provisions of the Contract Documents; 2) modified and thereafter issued as a Change Order in accordance with the provisions of the Contract Documents; or 3) withdrawn.

13.2 The COUNTY may authorize minor changes or alterations in the Work not involving extra cost or time and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alterations authorized by the COUNTY entitles it to an increase in the Contract Price or extension of Contract Time, it shall treat the Field Order as a request for proposal and issue a proposal for the changes in Contract Price and Contract Time prior to proceeding with the

Work covered in the Field Order. The procedures outlined in the Contract Documents shall then be followed. Acceptance of the Final Payment by the CONTRACTOR shall constitute acknowledgment by the CONTRACTOR that all payments due for modifications required under Field Orders have been incorporated into the Final Payment.

13.3 Additional Work performed by the CONTRACTOR without authorization of a written Change Order will not entitle it to an increase in the Contract Price or an extension of the Contract Time.

13.4 It is the CONTRACTOR'S responsibility to notify its Surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly. The CONTRACTOR shall furnish proof of such adjustment to the COUNTY.

13.5 The COUNTY may, at any time, without notice to the Surety, by Field Order or by properly executed Change Order, make any change in the Work within the general scope of the Contract Documents, including but not limited to changes:

A. in the Drawings and designs, and Specifications;
B. in the method or manner of performance of the Work;
C. in the COUNTY -furnished facilities, equipment, materials, services or site; or
D. directing acceleration in the performance of the Work.

13.6 Except as herein provided, no order, statement, or conduct of the COUNTY shall be treated as a Change Order or Field Order or entitle the CONTRACTOR to an equitable adjustment hereunder.

13.7 No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

13.8 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price, except for additional design services, shall be determined in one of the following ways at the sole discretion of the COUNTY:

A. where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved;
B. by negotiated lump sum; or
C. cost plus. If this option is selected, COUNTY reserves the right to request any and all documentation from CONTRACTOR in support of its foregoing actual costs, and CONTRACTOR agrees promptly to supply such information.

13.9 For changes in the Work performed by CONTRACTOR’s own forces, CONTRACTOR shall be entitled to a percentage mark-up for actual costs as defined in Section 1 of ten (10) percent.

13.10 For changes in the Work performed by subcontractors, (a) the subcontractor shall be entitled to mark-up the cost of the change(s) by ten (10) percent, and (b) the CONTRACTOR shall be entitled to mark-up the subcontractor’s total by five (5) percent.

ARTICLE 14
MATERIALS, EQUIPMENT AND WORKMANSHIP; SUBSTITUTIONS

14.1 Only new, unused items of recent manufacture, of designated quality, free from defects, will be accepted. Rejected items shall be removed immediately from the Work and replaced with items of specified quality. Failure by COUNTY to order removal of rejected materials and equipment shall not relieve CONTRACTOR from responsibility for quality of the materials supplied nor from any other obligation under the Contract Documents.

14.2 No Work defective in construction or quality, or deficient in meeting any requirement of the Contract Drawings and Specifications will be acceptable regardless of COUNTY'S failure to discover or to point out defects or deficiencies during construction; nor will the presence of field representatives at the Work or the satisfaction of the WORK meeting applicable code requirements relieve CONTRACTOR from responsibility for the quality and securing progress of Work as required by the Contract Documents.

14.3 Prior to proposing any substitute item, CONTRACTOR shall satisfy itself that the item proposed is, in fact, equal or better to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of such item will be in COUNTY'S interest, and will in no way have a detrimental effect upon the Project completion date and schedule.

14.3.1 The burden of proof of equality of a proposed substitution for a specified item shall be upon CONTRACTOR. CONTRACTOR shall support its request with sufficient test data and other means to permit COUNTY to make a fair and equitable decision on the merits of the proposal. CONTRACTOR shall submit drawings, samples, data and certificates and additional information as may be required by the COUNTY for proposed substitute items as required by the Contract Documents.

14.3.2 Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. COUNTY will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified.

14.3.3 CONTRACTOR shall allow an additional 15 days for COUNTY'S review of substitutions. All requests for substitutions with submittal data must be made at least fifty (50) days prior to the time CONTRACTOR must order, purchase or release for manufacture or fabrication. Approval of a substitution shall not relieve CONTRACTOR from responsibility for compliance with all requirements of the Contract. CONTRACTOR shall coordinate the change with all trades and bear the expense for any changes in other parts of the Work caused by any substitutions.

14.3.4 If COUNTY rejects CONTRACTOR'S substitute item on the first submittal, CONTRACTOR may make only one additional request for substitution in the same category. Upon the second request, the CONTRACTOR shall be invoiced the expenses of the COUNTY allocable to the review of such submittal data. The foregoing amounts shall be deducted, as applicable, from the next succeeding partial payment to the CONTRACTOR, or from the final payment.

ARTICLE 15
COMPLIANCE

15.1 All work, labor, materials and equipment provided under this Agreement shall be performed in strict compliance with any and all applicable building and fire, life and safety codes and strictly in accordance with plans and specifications. CONTRACTOR must satisfy itself that the Contract Documents in fact comply with all applicable codes. CONTRACTOR shall notify COUNTY prior to commencement of Work of any requirement of the plans and specifications not in strict compliance with such codes. There will be no extra payment for compliance to existing codes or any item of interpretation regarding enforcement of existing codes. CONTRACTOR is representing by acceptance of this Agreement that it has thoroughly researched all applicable codes and regulations affecting this Project.

15.2 If, during the term of this Contract, there are any changed or new laws, ordinances or regulations not known or foreseeable at the time of signing this Contract which become effective and which affect the cost or time of performance of the Contract, CONTRACTOR shall immediately notify COUNTY in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Contract. Upon concurrence by COUNTY as to the effect of such changes, an adjustment in the Contract Price or time of performance will be made. If any discrepancy or inconsistency should be discovered between the Contract Documents and any law, ordinance, regulation, order or decree, CONTRACTOR shall immediately report the same in writing to COUNTY who will issue such instructions as may be necessary. However, it shall not be grounds for a Change Order that the CONTRACTOR was unaware of or failed to investigate the rules, codes, regulations, statutes, and all ordinances of all applicable governmental agencies having jurisdiction over the Project or the Work.

15.3 CONTRACTOR shall give all notices and at all times comply with all applicable laws, codes, ordinances, rules and regulations in effect during the time of performance of the Work.

15.4 CONTRACTOR shall deliver a product which will meet or exceed the Design Criteria package standards, provide a complete and functional facility including but not limited to all necessary interfaces between this facility and adjacent existing facilities, or anticipated future facilities. All built-in equipment, systems, controls, devices and finishes necessary for the efficient use and maintenance of the facility and its related site work, except as otherwise noted or clarified herein, shall be included in the Work.

ARTICLE 16
NON-DISCRIMINATION

CONTRACTOR covenants and agrees that the CONTRACTOR shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with the respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex, physical handicaps (except where based on a bona fide occupational qualification) marital status, race, color, religion, national origin or ancestry.

ARTICLE 17
DEFECTIVE WORK

17.1 Rejecting Defective Work. The COUNTY shall have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is

unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to final acceptance). Such parties shall also have authority to require special inspection or testing of the Work as such parties may individually or severally deem necessary, whether or not the Work is fabricated, installed or completed.

17.2 Correction of Defective Work. Upon presentation of a Defective Work Notice to the CONTRACTOR or CONTRACTOR'S Superintendent, the CONTRACTOR shall meet within twenty-four (24) hours with the COUNTY, and, at the sole option of COUNTY, the COUNTY'S representative, to discuss a work plan and timeline to correct the defective Work. The CONTRACTOR shall have no more than five (5) working days to begin corrective action and repairs in accordance with the agreed upon schedule; provided, however, all repairs to natural gas, telephone, radio, computer security, water, waste water, electric air conditioning services and all emergency services shall be commenced within twelve (12) hours of notification, or by 7:00 a.m. whichever is earlier, and CONTRACTOR shall complete the repairs in an expeditious manner befitting the nature of the deficiency. If the CONTRACTOR refuses to comply with the twenty four (24) hour meeting requirement, or the agreed upon correction schedule, the COUNTY has the right to do any of the following: (1) correct any Work so performed by the CONTRACTOR and deduct the expenses for doing so from the final payment due the CONTRACTOR, or (2) based on a good faith dispute in writing, hold back final payment due CONTRACTOR until such time as the Work is completed to the satisfaction of the COUNTY and in compliance with the Contract Documents. The COUNTY shall have the sole discretion to determine if the Work is satisfactory and in compliance with Contract Documents. The foregoing remedies are not exclusive, and the COUNTY reserves the right to pursue any and all other remedies it deems applicable.

ARTICLE 18
BONDS AND INSURANCE

18.1 Payment and Performance Bonds. The CONTRACTOR shall, upon execution and return of this Agreement to the COUNTY, furnish a Public Payment Bond and a Performance Bond, pursuant to §255.05, Florida Statutes, in at least an amount equal to the Contract Price, for any Contract over $200,000, covering the faithful performance of this Agreement and all CONTRACTOR'S faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. The Bonds shall be recorded at the Martin County Clerk of the Circuit Court's Office at the CONTRACTOR'S expense. The Surety must be included in the most recent United States Department of the Treasury List of Acceptable Sureties, authorized to issue surety bonds in Florida, and which maintains a surety rating of "A-" or better. A complete copy of the fully executed Payment Bond shall be posted in a conspicuous place at the Project site. If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its authorization to do business in the State of Florida is terminated or it ceases to be listed on the United States Department of Treasury List of Acceptable Sureties, or its surety rating ceases to be an "A-" or better, CONTRACTOR shall within five (5) days thereafter substitute another Payment Bond, Performance Bond, and Surety, each of which shall be in accordance with the Contract Documents and acceptable to COUNTY . An action to enforce any claim against a payment bond must be brought within one year from the last furnishing of labor, services, or materials, or as otherwise stated in §95.11 (5)(e). An action to enforce any claim against a performance bond must be brought within five years in accordance with §95.11(2)(b), and applicable case law.

18.2 Insurance

18.2.1 Certificate of Insurance. One (1) certified true copy of the policy/policies must be furnished by CONTRACTOR to COUNTY prior to commencement of any demolition, Site Work, Site preparation or construction Work. The Certificate(s) of Insurance must indicate Martin County Board of County Commissioners as Additional Insureds on all policies except Workers Compensation. The statement "Additional Insureds" is to be listed in the Description Block of the Insurance Certificate along with the Project name. The indication that Martin County Board of County Commissioners is a Certificate Holder is not sufficient for this issue. The Additional Insured endorsement must be attached to the Certificate of Insurance and shall include coverage for Completed Operations (should be ISO CG20101184 or CG20371001 and CG20100704) under the General Liability policy.

18.2.2 General Insurance Requirements. CONTRACTOR and, where designated, each of its subconsultants, Professionals, and subcontractors shall obtain and maintain during the full duration of Work required under this AGREEMENT, and through any period of limitation allowed by law for actions for personal injury, bodily injury, disease, death, property damages and other losses or damages required to be insured hereunder, the following insurance coverages, in the type, amounts, terms and in conformance with the following minimum requirements.

A. All policies and endorsements shall be issued on Insurance Service Office (ISO) forms or on forms providing broader and no less restrictive coverage. Notwithstanding the foregoing, the form and content of all policies and endorsements must be acceptable to the COUNTY All insurance carriers must carry an A.M. Best Rating of A:IX or better and coverage should apply on a Primary and Noncontributory basis. At the discretion of the COUNTY, other coverage types and /or specific endorsements may be required depending upon the type and scope of work to be performed. All insurance must be acceptable by and approved by the COUNTY as to form and types of coverage.

B. The policy(s) shall provide for 30 days prior written notice to the COUNTY, by registered or certified mail, if cancellation or any change that will reduce the coverages required herein.

C. The policy(s) shall be written for the estimated construction Work, commencing with the initial demolition, Site Work or Site preparation and ending at the Final Completion date, and shall contain an endorsement providing for extension of the policy(s) for up to two (2) years. The Products and Completed Operations portions of the General Liability shall extend for a period of ten (10) years after the Final Acceptance of the Project by the COUNTY and shall include an "Additional Insured" endorsement.

D. All liability polices required herein shall be written on an occurrence basis.

E. The policies shall name the COUNTY , its commissioners and staff as additional insureds(including Completed Operations coverage under the General Liability) as their interest may appear under this Agreement.

F. All insurers shall agree to waive all rights of subrogation against the COUNTY and each individual member of the Board of County Commissioners, Constitutional Officers or staff.

G. It is the responsibility of the CONTRACTOR to ensure any independent contractors and subcontractors utilized on the project also comply with these insurance requirements.

18.2.3 Premiums. The CONTRACTOR shall be solely responsible for payment of all premiums for insurance required under this Agreement and shall be solely responsible for the payment of all deductibles to which such policies are subject.

18.2.4 Specific Insurance Limits are as follows:

A. Workers' Compensation - The CONTRACTOR shall carry Workers' Compensation insurance on behalf of all employees who are required to provide a service under this Agreement, as required by Chapter 440, Florida Statutes and Employers Liability of limits no less than:

$ 500,000	each accident
$ 500,000	disease - policy limit
$ 500,000	each employee

Should the scope of work performed by CONTRACTOR qualify its employees for benefits under Federal Worker's Compensation Statute (i.e. Longshoreman & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

B. Commercial General Liability – with limits of not less than:

$ 1,000,000	each occurrence
$ 1,000,000	personal/advertising injury
$ 2,000,000	products/completed operations (**per project** aggregate)
$ 2,000,000	general aggregate (**per project** aggregate)
$ 100,000	fire damage legal (any 1 fire)
$ 10,000	medical expense (any 1 person)

Coverage to include include bodily injury, property damage liability, personal and advertising injury, products and completed operations, fire damage legal liability and medical expense coverage. Contractual Liability is to be included to cover the hold harmless agreement set forth in the contract. Coverage is to extend to independent contractors and fellow employees. XCU coverage is to be included. Coverage is to include a cross liability or severability of interest provision as provided under the standard ISO form separation of insureds clause. There should be no "damage to your work" exclusion for work performed by subcontractors. Policy is to include coverage for pollution release at project location in which the insured is performing non-environmental operations. There shall be no exclusion for mold, silica or respirable dust or bodily injury or property damage arising out of heat, smoke, fumes or ash from a hostile fire. If the project involves environmental exposures, Environmental Impairment Liability coverage shall be maintained.

C. Automobile Liability - $1,000,000 Combined Single Limit coverage for all owned, hired, leased and non-owned vehicles.

D. Umbrella Liability - to include the Employers Liability, general liability and automobile in underlying policy schedule, with limits of not less than $1,000,000.

E. Hazardous Material - if the Work being performed involves hazardous

materials, the need to procure appropriate insurance coverage will be addressed in a contract modification. However, if hazardous materials are identified while carrying out this Agreement, no further Work is to be performed in the area of the hazardous material until the COUNTY has been consulted as to the need to procure and maintain such coverage.

F. Builders Risk – CONTRACTOR shall purchase and maintain Builder's Risk insurance in an amount equal to 100% of the completed value of the project (without coinsurance) including any amendments thereto. The CONTRACTOR will be solely responsible for payment of policy deductibles.

This insurance shall:

1. include the interests of COUNTY, CONTRACTOR, subcontractors, Design Professional, Design Professional's consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, windstorm/and hail, theft, vandalism and malicious mischief, flood, earthquake, collapse, debris removal, demolition and increased cost of construction,, water damage, backup of sewers and drains and such other perils or causes of loss as may be specifically required;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by COUNTY prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Design Professional;

5. allow for partial utilization of the Work by COUNTY;

6. include coverage for soft costs;

7. extend to foundations, excavations and other underground property;

8. include Pollution cleanup and removal;

9. include testing and startup; and

10. be maintained in effect until final payment is made unless otherwise agreed to in writing by COUNTY, CONTRACTOR, and Design Professional with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued; and

11. The COUNTY and CONTRACTOR waive all rights against each other and any of their subcontractors, agents and employees and the Design Professional, for damages caused by fire or other causes of loss to the extent covered by Builders Risk obtained pursuant to this Section or other property insurance applicable to Work, except as to proceeds of such insurance held by CONTRACTOR as fiduciary.

18.2.5 Waiver of Subrogation. CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent.

ARTICLE 19
PERFORMANCE GUARANTEE AND WARRANTY

19.1 All materials and equipment incorporated into any Work shall be warranted and guaranteed as new quality, and of the highest grade of quality for their intended use, and all Work shall be performed in good workmanship and shall be in accordance with all plans and specifications and industry standards. The Work shall be functionally sound, technically proficient, developed with structural integrity, shall exhibit high quality architectural principles, and shall be in compliance with all governing laws, regulations, applicable building codes, and applicable Florida Building Code. CONTRACTOR warrants all Work against defects for a period of one (1) year (unless longer guarantees or warranties are provided for elsewhere in the Contract or at law in which case the longer periods of time shall prevail) from the date of Substantial Completion, regardless of whether the Work was performed by CONTRACTOR or any of its subcontractors.

19.2 CONTRACTOR shall repair or replace the defective Work and cure such defect within 5 days of receipt of written notice unless otherwise agreed to by the COUNTY and CONTRACTOR in writing. CONTRACTOR warrants such repaired or replaced Work for a period of one (1) year from the completion of the warranty work or the warranty period specified, whichever is longer. Should CONTRACTOR fail to timely cure such defects, COUNTY may proceed to perform the work at CONTRACTOR'S expense and may invoice CONTRACTOR for all costs associated with the work.

19.3 CONTRACTOR agrees to require that all of its subcontractors, suppliers and materialmen provide warranties in their agreements at least sufficient to satisfy CONTRACTOR’S obligations in this Agreement; and CONTRACTOR shall assign all such warranties to the COUNTY as a condition precedent to the receipt of final payment. CONTRACTOR agrees to defend and indemnify COUNTY against all fees and costs should CONTRACTOR fail to obtain the warranty protections required herein.

19.4 For all equipment that has a manufacturer's warranty, the CONTRACTOR shall assign such warranty to the COUNTY. The manufacturer's warranty period shall be concurrent with the CONTRACTOR'S warranty to the COUNTY. In the event that the equipment manufacturer or supplier is unwilling to provide such a warranty, the CONTRACTOR shall obtain a 2-year equipment warranty commencing at the time of acceptance of the equipment by the COUNTY.

ARTICLE 20

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

20.1 Documents and Samples at the Site. From and after commencement of the Construction Work, the CONTRACTOR shall maintain at the site one record copy of the Construction Documents, and any and all amendments thereto, in good order and marked to record changes and selections made during the construction. In addition, the CONTRACTOR shall maintain at the site approved shop drawings, product data, samples and similar required submittals. These shall be provided to COUNTY upon completion of the Work.

20.2 Shop Drawings, Product Data and Samples.

20.3 Shop Drawings, Product Data, Samples and similar submittals are required to demonstrate the way the CONTRACTOR proposes to conform the construction to the Contract Documents.

20.4 The CONTRACTOR shall review and take appropriate action upon Shop Drawings, Product Data, Samples and similar submittals. COUNTY may, in its sole discretion, review and review Shop Drawings, Product Data, Samples and similar submittals for compliance with the Contract Documents; if COUNTY requests to review the same, COUNTY will review them within fifteen (15) business days. COUNTY's approval shall not be unreasonably delayed or denied.

20.5 Responsibility. The CONTRACTOR shall not be relieved of responsibility for the deviations from requirements of the Contract Documents by COUNTY'S approval of Shop Drawings, Product Data, Samples or similar submittals unless the CONTRACTOR has specifically informed COUNTY of such deviation at the time of the submittal and COUNTY has given written approval to the specific deviation. The CONTRACTOR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by COUNTY'S approval thereof.

ARTICLE 21
SAFETY

21.1 The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the COUNTY and Users who may be affected thereby. The CONTRACTOR shall set forth in writing its safety precautions and programs in connection with the Work and submit the same to the COUNTY for review. The COUNTY may, but shall not be obligated to, make suggestions and recommendations to the CONTRACTOR with respect thereto.

21.2 All Work, whether performed by the CONTRACTOR, its subcontractor or sub-subcontractors, or anyone directly or indirectly employed by any of them, and all equipment, appliance, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to:

1. all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health

Act of 1970 and the Trench Safety Act, as amended and all state, Martin County and, where the Project is located in a municipality, municipal, rules and regulations now or hereinafter in effect; and

2. all codes, rules, regulations and requirements of the COUNTY and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

21.3 Should the CONTRACTOR fail to provide a safe area for the performance of the Work or any portion thereof, the COUNTY shall have the right, but not the obligation, to suspend Work in the unsafe area. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be borne by the CONTRACTOR.

21.4 The CONTRACTOR shall provide, or cause to be provided, to each worker on the Work site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Work site who fails or refuses to use the same. The COUNTY shall have the right, but not the obligation, to order the CONTRACTOR to send a worker home for the day or to discharge a worker for his or her failure to comply with safe practices, with which order the CONTRACTOR shall promptly comply.

21.5 Emergencies. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the COUNTY, is obligated to act, at its discretion, to prevent threatened damage, injury or loss. If the CONTRACTOR believes that additional Work done by it in an emergency which arose from causes beyond its control entitles it to an increase in the Contract Price or an extension of the Contract Time, it may make a claim therefore as provided in the Contract Documents.

ARTICLE 22
PROTECTION OF WORK AND PROPERTY

22.1 CONTRACTOR shall, throughout the performance of the Contract, maintain adequate and continuous protection of all completed Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the COUNTY and third parties from loss or damage from whatever cause arising out of the performance of the Contract and shall comply with the requirements of the COUNTY and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to the property. COUNTY, its insurance carriers, or representatives may, but shall not be required to, make periodic patrols of the Work site as a part of its normal safety, loss control and security programs. In such event, however, the CONTRACTOR shall not be relieved of its aforesaid responsibilities and the COUNTY shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the CONTRACTOR by this Contract.

22.2 Before the CONTRACTOR disposes of any existing improvements or equipment which are to be removed as a portion of the Work, and for which disposition is not specifically provided for elsewhere in the Contract Documents, CONTRACTOR shall contact the COUNTY and determine if the removal items are to be salvaged. Items to be salvaged by the COUNTY shall be neatly stockpiled or stored in a neat and acceptable manner at the construction site easily accessible to the COUNTY. Equipment and materials which will not be salvaged by the COUNTY shall become the property of the CONTRACTOR to be removed from the site and disposed of in an acceptable manner. To the extent CONTRACTOR intends to temporarily

store materials at a site near or adjacent to the Project site prior to ultimate removal or disposal, CONTRACTOR must first obtain written authorization from the COUNTY, as well as the property owner.

22.3 Preservation of Trees. Those trees which are designated on the Drawings for preservation shall be carefully protected from damage. The CONTRACTOR shall erect and maintain such protections such as barricades, guards, and enclosures as is necessary for the protection of the trees during all construction operations. CONTRACTOR shall replace any and all trees damaged during construction activities (other than trees specified to be removed) at no expense to the COUNTY.

22.4 Preservation of Private Property. The CONTRACTOR shall exercise extreme care to avoid unnecessary disturbance of private property as applicable. Trees, shrubbery, gardens, lawn and other landscaping that must be removed shall be replaced and replanted to restore the construction easement to the condition existing prior to construction. All soil preparation procedures and replanting operations shall be under the supervision of a nurseryman experienced in such operations. Any vegetation requiring relocation, temporary or otherwise, which is damaged or destroyed, shall be replaced at no cost to the COUNTY. CONTRACTOR shall replace any and all such vegetation damaged during construction activities (other than vegetation specified to be removed) at no expense to the COUNTY.

22.5 Until final acceptance of the Work by the COUNTY pursuant to this Contract, the CONTRACTOR shall have full and complete charge and care of and, except as otherwise provided in this subparagraph, shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (specifically including COUNTY -furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) from any cause whatsoever.

22.6 Manholes, fire alarms, etc., shall not be obstructed by CONTRACTOR. CONTRACTOR is to make no connections to or operate valves on water mains or otherwise interfere with the operation of the water system, without first giving written approval from the appropriate governmental entity.

ARTICLE 23
UTILITY COORDINATION

23.1 The CONTRACTOR shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, cable television, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith, that are encountered in the Work in order that such items may be properly shored, supported and protected, or the CONTRACTOR shall be solely responsible for coordinating their relocation. The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of its Work, shall permit entrance of such parties on the Work site in order that they may perform their necessary Work, and shall pay all charges and fees made by such parties for this Work. The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to Work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

23.2 At all points where the Work constructed by CONTRACTOR connects to existing utilities and services, the actual Work of making the necessary connection to the existing service or utility shall be arranged for by CONTRACTOR at no expense to COUNTY (unless specifically indicated otherwise). Services and utilities included within (but not limited to) this responsibility are roads, ditches, electrical, sewer, mechanical utilities, water, fencing, etc. Connections shall be made at a time that will result in the least possible interference with existing services.

23.3 High-Voltage Electric Lines. Contractor must visually survey the area and take the necessary steps to identify all high-voltage electric lines overhead and underground prior to commencing construction to determine whether the construction of any proposed improvements will bring any person, tool, machinery, equipment or object closer to local electric utility's power lines than the OSHA-prescribed limits. If necessary, CONTRACTOR must make arrangements with local electric utility to either deenergize and ground the facilities or relocate them. CONTRACTOR must do this before allowing any construction near power lines. If it is necessary for Contractor or subcontractor to operate or handle cranes, digging apparatus, draglines, mobile equipment, or any other equipment, tools or materials in such a manner that they might come closer to underground or overhead power lines than is permitted by local, state or federal regulations, CONTRACTOR or subcontractor must notify local electric utility in writing of such planned operation prior to the commencement thereof and make all necessary arrangements with the local electric utility in order to carry out the work in a safe manner. Any work in the vicinity of the electric lines should be suspended until these arrangements are finalized and implemented. The CONTRACTOR shall be required to complete a "Notification of FPL Facilities" form prior to the commencement of Work.

ARTICLE 24
HAZARDOUS MATERIALS

CONTRACTOR shall obtain all required Federal, State and local permits and licenses and shall be responsible for the safe and proper handling, transporting, storage and use of any explosive or hazardous materials brought onto or encountered within the site, and at its expense, make good any damage caused by its handling, transporting, storage and use. The CONTRACTOR will notify the COUNTY immediately if explosive or hazardous materials are encountered on the Project site. Transporting explosive or hazardous materials onto the site will require prior written approval from the COUNTY. CONTRACTOR shall maintain and post as necessary Material Hazard Data Sheets for all applicable Hazardous Materials used in the course of its work. In the event that hazardous material is improperly handled or stored by the CONTRACTOR, its subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the site, CONTRACTOR shall immediately notify the COUNTY and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at the CONTRACTOR'S sole cost and expense.

ARTICLE 25
AUDIT

The CONTRACTOR agrees that the COUNTY, or any of its duly authorized representatives shall have access to and the right to examine any and all books, documents, papers, and records of the CONTRACTOR, and may at its option conduct an audit of the CONTRACTOR'S financial books and records concerning this Project. The CONTRACTOR agrees that payment(s) made under this Agreement shall be subject to reduction for amounts

charged thereto which are found on the basis of audit examination to constitute non-allowable costs under this Agreement. The CONTRACTOR shall promptly refund by check payable to the COUNTY the amount of such reduction of payments. All required records shall be maintained until the later of an audit is completed and all questions arising therefore are resolved, or six (6) years after completion of the Work and issuance of the final completion certificate.

ARTICLE 26
PUBLIC RECORDS

26.1 The CONTRACTOR shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically Contractor shall:

26.1.1 Keep and maintain public records required by the County to perform the Agreement.

26.1.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

26.1.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the County.

26.1.4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the CONTRACTOR or keep and maintain public records required by the County to perform the Agreement. If the CONTRACTOR transfers all public records to the County upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

26.1.5 All blueprints, schematics and design drawings received by the CONTRACTOR from the COUNTY shall not be re-copied or forwarded to another party unless documented permission has been received by COUNTY. Documents shall be documented as retained, returned, or destroyed by CONTRACTOR accepting said documents. In accordance with the Florida Public Records Act, these documents are exempt from Public Disclosure as described in 119.071, Fla. Stat., general exemptions from inspection or copying of public records.

26.2 **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO**

THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 419-6959, public_records@martin.fl.us**, 2401 SE MONTEREY ROAD, STUART, FL 34996.**

26.3 Failure to comply with the requirements of this Article shall be deemed a default as defined under the terms of this Agreement and constitute grounds for termination.

ARTICLE 27
ASSIGNMENT

27.1 CONTRACTOR shall not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without previous written consent of the COUNTY and SURETIES.

27.2 If for any reason the COUNTY terminates its agreement with the CONTRACTOR, the CONTRACTOR hereby assigns this Agreement to the COUNTY. CONTRACTOR shall include in each of its subcontracts language that requires its Subcontractors to agree to such assignment and to perform their responsibilities and to fully complete the work required by this Contract directly for the COUNTY.

ARTICLE 28
ATTORNEY'S FEES AND COSTS

28.1 In the event the CONTRACTOR defaults in the performance of any of the terms, covenants and conditions of this Agreement, the CONTRACTOR agrees to pay all damages and costs incurred by the COUNTY in the enforcement of this Agreement, including reasonable attorney's fees, expert fees, court costs and all expenses, even if not taxable as court costs, including, but not limited to any costs from any state court or federal court proceedings, whether in a trial court or in an appellate court.

28.2 Except as otherwise provided in this Agreement, the parties expressly agree that each party will bear its own attorney’s fees incurred in connection with this Agreement.

ARTICLE 29
NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing in at least one of the following methods:

(a) Certified United States Mail, postage prepaid, return receipt requested; or

(b) Overnight courier, such as by FedEx or UPS, with a request for receipt acknowledgment; or

(c) Hand-delivery to a person authorized to accept delivery of notice with a request for a receipt acknowledgment; or

(d) Email if and only if agreed to in advance by COUNTY and CONTRACTOR in writing specifying the email addresses, and if so agreed, the email shall a request receipt acknowledgement.

The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR COUNTY:

Purchasing Division
Martin County
2401 SE Monterey Rd.
Stuart, FL 34996

WITH A COPY TO:

County Attorney
Martin County
2401 SE Monterey Rd.
Stuart, FL 34996

FOR CONTRACTOR:

CONTRACTOR shall be required to notify the County, in writing, whenever there is a change in the address of CONTRACTOR (to the place) for which notice is to be sent (giving notice), as required in this section. In the event CONTRACTOR fails to maintain a current address on record with the County as required herein, County shall be deemed to have notified CONTRACTOR by using the last known address on record and County shall not have any responsibility or obligation to investigate the validity of the address that CONTRACTOR has provided. As a result, CONTRACTOR agrees to hold County harmless and defend same for any action or occurrence or non-occurrence as a result of CONTRACTOR not receiving notice due to CONTRACTOR's failure to update its address for notification.

All notices sent in accordance with this section shall be deemed to be effective upon receipt or refusal of same unless otherwise expressly provided in this Agreement.

ARTICLE 30
RESOLUTION OF CLAIMS AND DISPUTES; CERTIFIED CLAIMS

30.1 Mediation. As a condition precedent to the filing of any legal proceedings, the parties shall endeavor to resolve claim disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the COUNTY shall select the mediator, who, if selected solely by the COUNTY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediator. If a party fails to comply with this section, including, but not limited to, filing a lawsuit without mediating before filing the lawsuit, the party in violation shall be liable for the

reasonable attorneys' fees and costs of the other party in enforcing this provision, and such amounts shall be awarded by the Court.

30.2 Law, Jurisdiction, Venue, Waiver of Jury Trial. This agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Nineteenth Judicial Circuit in and for Martin County, Florida. If any claim arising from, related to or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HERETO EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO AN ADVISORY JURY. If a party fails to withdraw a request for jury trial or for an advisory jury in a lawsuit arising out of this agreement after written notice by the other party of a violation of this section, the party making the request for jury trial or advisory jury shall be liable for the reasonable attorneys' fees and court costs of the other party in contesting the request for jury trial or advisory jury, and such amounts shall be awarded by the Court in adjudicating the motion.

30.3 Certified claims. If CONTRACTOR submits a claim seeking an increase in the Contract Price or an increase in the Contract Time for substantial or final completion or both, upon the request of the COUNTY in its sole discretion, CONTRACTOR shall, within thirty (30) days, submit to COUNTY a "certified claim," that is, a claim made in writing under oath by a person duly authorized by the CONTRACTOR, and shall contain a statement that:

(i) The claim is made in good faith;

(ii) The claim's supporting data are accurate and complete to the best of the person's knowledge and belief;

(iii) The amount of the claim accurately reflects the amount that the claimant believes is due from the COUNTY; and

(iv) The certifying person is duly authorized by the claimant to certify the claim.

FAILURE TO PROVIDE THE REQUESTED CERTIFICATION WITHIN THE PRESCRIBED PERIOD OF THIRTY (30) DAYS SHALL CONSTITUTE A FORFEITURE OF THE ENTIRE CLAIM.

30.4 False, fraudulent, or inflated claim. If a court finds a certified claim is false, fraudulent, or inflated, whether in whole or in part, CONTRACTOR shall:

(i) Be liable to the COUNTY for an amount equal to three (3) times the amount of the claim that is false, fraudulent, or inflated;

(ii) Immediately, fully, and irrevocably forfeit the entire amount of the claim;

(iii) Be liable to the COUNTY for all costs and fees (including, without limitation, reasonable attorneys' fees, court costs, expert fees, and consulting fees) incurred by the COUNTY to review, defend, and evaluate the claim; and

(iv) Be subject to debarment from COUNTY contracting for a period not to exceed five (5) years.

30.5 Innocent claimant, notice. Notwithstanding the foregoing, CONTRACTOR is an innocent claimant and not liable for a false, fraudulent, or inflated claim if CONTRACTOR submitted a certified claim to the COUNTY reasonably believing that such claim was free of any material misstatements, or any exaggerated, inflated, or unsubstantiated assertions or damages and had no reasonable basis to doubt the truth, veracity, or accuracy of such claim at the time it was submitted, and within fifteen (15) days of discovering the falsity of the claim, took immediate steps to modify, correct, or withdraw such claim and provided the COUNTY with immediate written notice thereof.

ARTICLE 31
MISCELLANEOUS

31.1 Taxes. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The CONTRACTOR shall not be exempt from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials. The CONTRACTOR shall be responsible for payment of all federal, state, and local taxes and fees applicable to the Work and same shall be included in the Contract Price.

31.2 Pledge of Credit. The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of the Agreement.

31.3 Entirety of Agreement. All prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein are merged into this Agreement. No modification, amendment or alteration of this Agreement may be made unless made in writing pursuant to the terms of this Agreement.

31.4 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, then the remaining provisions survive and are fully binding and enforceable.

31.5 Copies. Multiple copies of this Agreement may be fully executed by all parties, each of which shall be deemed to be an original. Faxed, photostatic, or electronically scanned copies of the fully executed Agreement shall be as effective and authentic as the original for any purpose including but not limited to the enforcement of any provision of this Agreement.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this Agreement as of the last date written below.

SAMPLE

CONTRACT # (i.e. RFB2021-1234)
CONTRACT NAME (must match name on Contract)
WORK ORDER NO._____

Pursuant to that certain Contract ("**Contract**") between Martin County ("**County**") and _____ ("**Contractor**") dated _____, **Contractor** hereby agrees to provide the services specified on Exhibit "A", under the terms and conditions and at a cost of $_____ all as more specifically described in Exhibit "A", attached hereto and incorporated by this reference. The terms of the **Contract** shall be deemed to be incorporated in each individual Work Order as if fully set forth herein.

Substantial Completion Time:	_____ calendar days
Final Completion Time:	**30** calendar days upon issuance of the Punchlist *(Pursuant to Section 218.735, Florida Statutes)*
Liquidated Damages:	**$_____** per day

IN WITNESS WHEREOF, the **County** and the **Contractor** have executed this Work Order effective this _____ day of _____ 20_____.

(CONTRACTOR NAME)	**BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA**
_____	_____
(Name) (Title)	Department Director Name Title

Work orders $200,000 or greater (or otherwise indicated)

Payment & Performance Bonds shall be recorded in the public records of Martin County. **A certified copy of completed and recorded bonds must be delivered to and accepted by the County (Attn: Purchasing Division / pur_div@martin.fl.us) prior to commencement of the Work.** Bond premiums shall be paid by Contractor. Bonds shall be on the form provided by the County and written through a licensed agency that fulfills the requirements of §287.0935, Fla. Stat.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/24/2026

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

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

PRODUCER
Acrisure Southeast Partners Insurance Services, LLC
1317 Citizens Blvd
Leesburg FL 34748

License#: BR-1796553

CONTACT NAME: Britney King
PHONE (A/C, No, Ext): 800-845-8437 **FAX (A/C, No):**
E-MAIL ADDRESS: BrKing@acrisure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Amerisure Insurance Company	19488
INSURER B : Amerisure Mutual Insurance Company	23396
INSURER C : Aspen American Insurance Company	43460
INSURER D : Indian Harbor Insurance Company	36940
INSURER E :	
INSURER F :	

INSURED
Lawrence Lee Construction Services, Inc
800 SE Lincoln Avenue
Stuart FL 34994

LAWRLEE-01

COVERAGES **CERTIFICATE NUMBER:** 561307897 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	GL21183410501	8/28/2025	8/28/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EACH EMPLOYEE	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	CA21183400401	8/28/2025	8/28/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0	Y	Y	CU21183420402	8/28/2025	8/28/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC21183430502	8/28/2025	8/28/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C D C	Installation Floater Prof/Poll Equipment Floater			IM00FK125 PEC200063801 IM00FK125	8/28/2025 8/28/2025 8/28/2025	8/28/2026 8/28/2026 8/28/2026	Limit at any one loc Leased/Rented Equip.	$ 100,000 $ 2,000,000 $ 200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as an additional insured including products and completed operations for general liability if required by written contract per form CG7324 0323, and an additional insured on the auto liability and umbrella when required by written contract. General Liability, Auto Liability and Umbrella are primary and non-contributory when required by written contract. Waiver of subrogation applies to general liability, auto liability, umbrella and employers liability when required by written contract. Umbrella extends over General Liability, Auto Liability and Workers Compensation policies. Cancellation 30-days' notice of cancellation applies except 10-days for non-payment of premium per policy terms and conditions.
RE: WO-002 City of Cocoa Garage Bay Demo (Bldg # 3), Martin County Board of County Commissioners, RFQ2025-3682, Piggyback Construction Rider
See Attached...

CERTIFICATE HOLDER

City of Cocoa
65 Stone St.
Cocoa, FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jimmy Irwin

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Acrisure Southeast Partners Insurance Services, LLC	Lawrence Lee Construction Services, Inc 800 SE Lincoln Avenue Stuart FL 34994
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Certificate Holder is expanded to read: City of Cocoa and its engineer, the engineer's consultants, and their respective officers, directors, partners, employees and agents.

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CITY COUNCIL AGENDA ITEM

Memo Date:	July 27, 2026
Agenda Date:	August 11, 2026
File ID:	2026-650
Prepared By:	John Perrin, Senior Engineer
Through:	John Walsh, Utilities Director
Requested Action:	Authorize a Piggyback Construction Agreement in the amount of $235,500 based on Martin County contract RFQ2025-3682 with Lawrence Lee Construction Services, Inc. (LLCS) for the Booster Station Demolition Project; Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $23,550 (10% of the Contract Amount) for a Total Project Cost of $259,050; Approve BAF # 26-081-T-UT Utilizing Water/Sewer Contingency Budget to Provide Funding for Construction Services from LLCS; Authorize the City Manager to approve all related contract documents and purchase orders.

BACKGROUND:

The water pressure booster station located at 5255 State Road 520 in Cocoa, constructed in the 1960's, has been out of service for many years and requires demolition. On June 6, 2026, bid requests were sent to the three firms pre-qualified under Martin County Contract RFQ2025-3682 for continuing construction services. On July 8, 2026, two bids were received. After a thorough evaluation of the submittals, staff determined that Lawrence Lee Construction Services, Inc. (LLCS) is the lowest responsive and responsible bidder. The City will enter into a Construction Rider Piggyback Agreement with LLCS per the terms and conditions of Martin County Contract RFQ2025-3682 to perform demolition construction services.

Staff is requesting City Council approval of BAF # 26-081-T-UT.

Staff is also requesting approval of an additional $23,550 as contingency for the project. This additional amount is 10% of the contract amount, and will be used for change orders with approval by the City Manager. Although City staff does not anticipate change orders, there is a possibility of unknown obstacles in the field that would require changes to the project budget and/or schedule. If a change order is needed, the additional amount will allow the project to continue to move forward. This additional amount will not be added to the initial purchase order, and each change order will be reviewed by staff before it is sent to the City Manager for approval.

Staff recommends approval of this agenda item in order to proceed with the demolition of the out-of-service structure in the best interest of the City.

PRIORITY AREA CONNECTION:
Investment in Public Infrastructure

BUDGETARY IMPACT:
Budgeted? No
If not budgeted, is amendment / transfer attached? Yes

Source/Use of Funds

Account Number	Amount
421-4010-536.39-00 Water / Sewer Contingency	($259,050)
421-4055-536.34-00 Water / Sewer Contract Services	$259,050

Contractor Bid	$235,500
Contingency	$23,550 (10%)
Total Project Cost	$259,050

PREVIOUS ACTION:
None

RECOMMENDED MOTION:
Authorize a Piggyback Construction Agreement in the amount of $235,500 based on Martin County contract RFQ2025-3682 with Lawrence Lee Construction Services, Inc. (LLCS) for the Booster Station Demolition Project; Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $23,550 (10% of the Contract Amount) for a Total Project Cost of $259,050; Approve BAF # 26-081-T-UT Utilizing Water/Sewer Contingency Budget to Provide Funding for Construction Services from LLCS; Authorize the City Manager to approve all related contract documents and purchase orders.

PIGGYBACK CONSTRUCTION RIDER

PGB RFQ2025-3682

Work Order 001

BOOSTER STATION DEMOLITION

THIS CONSTRUCTION RIDER AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2026, between the CITY OF COCOA, a Florida municipal corporation ("City" or "Owner") and Lawrence Lee Construction Services, Inc., authorized to transact business in the State of Florida, with principal offices located at 800 SE Lincoln Ave, Stuart, FL 34994 ("Contractor"). The City and the Contractor agree as follows:

1. The Purchasing Policies of the City of Cocoa allow for "piggybacking". Pursuant to this procedure, the City is allowed to piggyback an existing government contract. The parties agree that the Contractor has entered into a contract with Martin County Board of County Commissioners, a public agency in the state of Florida, and said contract being identified as: RFQ2025-3682 (said original contract being referred to as the "Original Government Contract").

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

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

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

B) Scope of Services. Pursuant to Section 1 of the Original Government Contract, the City and Contractor agree that the scope of services to be performed by Contractor under this Agreement is

identified in Exhibit 2 (Lawrence Lee Construction Services Quote, dated July 8th, 2026) and Exhibit 2 shall constitute a Work Order or Task Order.

C) Order of Precedence. Notwithstanding anything in the Original Government Contract to the contrary, in case of any inconsistency in any of the documents bearing on the Agreement between the OWNER and the CONTRACTOR, the inconsistency shall be resolved by giving precedence in the following order:

i. Change Orders

ii. Construction Rider

iii. Original Government Contract # RFQ2025-3682, Exhibits and Addenda

iv. Supplemental Terms and Conditions

v. General Terms and Conditions

vi. Engineering Plans and Drawings, if any

vii. RFQ for Utilities Plant Repair, Maintenance & Construction issued by Martin County Board of County Commissioners (RFQ2025-3682, dated July 1, 2025 (Notice to Award), including any subsequently issued Addenda

viii. Contractor's Quote

ix. Punchlist

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

i. *Substantial Completion.* The Work shall be substantially completed within One Hundred Fifty (150) calendar days after the date when the Contract Time begins to run.

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

ii. *Punchlist Creation and Acceptance*. No more than ten (10) calendar days following Substantial Completion, the CONTRACTOR shall provide to OWNER a draft Punchlist

detailing the remaining items and estimated cost of each required to render the Work complete, satisfactory, and acceptable. OWNER shall review the draft Punchlist and provide any comments to the CONTRACTOR. The OWNER and CONTRACTOR shall cooperate in the development of the Punchlist regarding both the items to be included and the estimated cost of each. The OWNER shall approve a final Punchlist within 30 calendar days of Substantial Completion for projects costing less than or equal to $10 million or 45 calendar days of Substantial Completion for projects costing over $10 million.

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

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

iii. *Final Completion*. The Work shall be finally completed, ready for Final Payment within thirty (30) calendar days after the date of delivery of the final, approved Punchlist, which shall be at least thirty (30) calendar days following the delivery of the final approved Punchlist.

iv. *Adverse Weather Conditions.* The parties acknowledge that the Contract Time provided in this subsection includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

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

if the CONTRACTOR has abandoned the Work. This provision binds Contractor's performance bond surety.

F) Contract Price. The OWNER will pay the CONTRACTOR in current funds for the performance of the work in accordance with the Contract Documents, subject to additions and deductions approved by Change Order, the Total Contract Price of Two Hundred Thirty-Five Thousand, Five Hundred Dollars ($235,500.00), which is consistent with the Original Government Contract and as provided in the Quote attached hereto as Exhibit 2. CONTRACTOR agrees to accept the Contract Price as full compensation for performing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents.

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

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

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

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

By email to accountspayable@cocoafl.org.

G) Indemnification. Notwithstanding anything in Exhibit "1" to the contrary, the Contractor shall indemnify, defend, and hold harmless the City, its City Commission members, employees, representatives, and attorneys from and against all claims, suits, actions, damages, losses, expenses, and/or causes of action including, but not limited to, economic loss, reasonable attorneys' fees, and expenses, arising out or, or in connection with this Agreement, provided that any such claims, suits, action, damages, losses, expenses, and or causes of action (1) is attributable to any person(s) claiming personal injury, bodily injury, sickness, disease, or death; or damage to tangible property, including loss or use; and (2) is caused or incurred in whole or in part by Contractor or any of its subcontractors, agents, or anyone

directly or indirectly employed by Contractor, subcontractor, agents, regardless if caused in part by the City. This indemnification shall not apply to any claims, suits, actions, damages, losses, expenses, and/or a cause of action, arising from the City's sole gross negligence or intentional misconduct. For purposes of Contractor's indemnification obligation only, Contractor shall indemnify the City for claims made by the employees of Contractor against the City, and Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties. This paragraph shall survive the termination of this Agreement.

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

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

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

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

OWNER herein (____) designates or (__X__) does not designate an agent, i.e., an architect or engineer, that must approve any payment request or invoice before the payment request or invoice is submitted to OWNER for payment. If an agent must approve the payment request or invoice before the payment request or invoice is submitted to OWNER, payment is due 25 business days after the date on which the

payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. The CONTRACTOR may send OWNER an overdue notice. If the payment request or invoice is not rejected within 4 business days after delivery of the overdue notice, the payment request or invoice shall be deemed accepted, except for any portion of the payment request or invoice that is fraudulent or misleading. If an agent need not approve the payment request or invoice submitted by CONTRACTOR, payment is due 20 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. If OWNER disputes a portion of a payment request or an invoice, the undisputed portion shall be timely paid. OWNER shall reject payment requests or invoices in accordance with the procedure established in s. 218.735, Florida Statutes.

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

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

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

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

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

If none of the above methods is agreed upon, the CONTRACTOR, provided it receives an order as above, shall proceed with the work. In such case and also under case (3) above, the CONTRACTOR shall keep and present in such form as the City's Project Manager may direct, a correct account of the net cost of labor and materials, together with vouchers. In any case, the City's Project Manager will certify the amount, including reasonable allowances for overhead and profit, due to the CONTRACTOR. Pending final determination of value, payments on account of changes will be made on the City's Project Manager's estimate. Furthermore, if the CONTRACTOR claims that any instructions by drawings or otherwise involve

extra cost under the Contract Documents, it shall give the City written notice thereof within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided above under this section. Claims will not be processed unless filed in writing before any work has commenced. In addition, if the City's Project Manager deems it inexpedient to correct work injured or done not in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made therefore by Change Order.

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

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

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

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

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

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

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

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

M) Public Records. Notwithstanding anything in Exhibit "1" to the contrary, if Contractor fails to comply with Section 119.0701, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Contractor's failure to comply with this Section, the City shall collect from Contractor prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Contractor. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Contractor's failure to comply with this Article.

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

N) Project Manager. The primary function of the OWNER is to provide the general administration of the contract. In performance of these duties, John Perrin, Senior Engineer, Utilities Department by email jperrin@cocoafl.gov or his authorized representative is the OWNER's Project Manager during the entire period of construction. The OWNER (CITY) may change the Project Manager during the term of this contract.

O) Guarantee. Notwithstanding anything in Exhibit "1" to the contrary, the CONTRACTOR hereby guarantees the Work to the full extent provided in the Plans, Specifications, General Conditions, Special Conditions and other Contract Documents. The CONTRACTOR shall remove, replace and/or repair at its own expense and at the convenience of the OWNER any faulty, defective or improper Work, materials or equipment discovered within one (1) year from the date of the acceptance of the project as a whole by the Owner or for such longer period as may be provided in the Plans, Specifications, General Conditions, Special Conditions or other Contract Documents. Without limiting the generality of the foregoing, the CONTRACTOR warrants to the OWNER, that all materials and equipment furnished under this Agreement will be of first-class quality and new, unless otherwise required or permitted by the other Contract Documents, that the Work performed pursuant to this Agreement will be free from defects and that the Work will strictly conform with the requirements of the Contract Documents. Work not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered defective. All warranties contained in this Agreement and in the Contract Documents shall be

in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law. Furthermore, CONTRACTOR will provide written guarantee for work and materials for one (1) calendar year after acceptance by OWNER. The one (1) period is not a limitation upon manufacturer warranties or CONTRACTOR's payment and performance Bond(s). To the extent that greater guarantees or warranties are provided in Exhibit "1", such guarantees or warranties shall supersede this Subsection.

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

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

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

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

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

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

vi. E-Verify. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. City Contractors must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021, have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract and shall result in the immediate termination of the contract without penalty to the City. The City Contractor shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the City Contractor utilizes Subcontractors, the following shall apply:

a. Contractor shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.

b. Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

c. Contractor shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

vii. Trafficking. As a condition of this Agreement, the Service Provider shall attest under penalty of perjury that the Service Provider does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit as provided by the City. The Service Provider understands and affirms that Section 787.06(2), Florida Statutes, defines "coercion," "labor," and "services" as follows:

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

as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

b. Definition of "Labor": “Labor” means that work of economic or financial value.

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

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

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

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

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

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

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

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

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

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

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

CITY:

_____
Stockton Whitten, City Manager
Or Michael Blake, Mayor

Date: _____

Lawrence Lee Constructibn Services

_____
Geoffrey L. Schmidt, President/CEO

Date:. 07-24-2026

ATTEST:

_____
City Clerk

EXHIBIT "1"

Martin County Board of County Commissioners

RFQ2025-3682

Utilities Plant Repair, Maintenance & Construction

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at www.martin.fl.us/accessibility-feedback

AGREEMENT BETWEEN COUNTY AND CONTRACTOR FOR CONSTRUCTION SERVICES

THIS AGREEMENT, effective this 12th day of August in the year, 2025, between:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, (hereinafter COUNTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996

AND the CONTRACTOR: (hereinafter CONTRACTOR)	Lawrence Lee Construction Services, Inc. 800 SE Lincoln Ave. Stuart, FL 34994
Contract Name:	Utilities Plant Repair, Maintenance & Construction
Contract Number:	RFQ2025-3682
Total Contract Value:	$5,000,000.00 (to all vendors combined over 5 years)
Contract Term:	Three (3) years plus two (2) optional one (1) year renewals Not-to-Exceed five (5) years

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ARTICLE 1
DEFINITIONS

1.1 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Actual Costs*.
   a. costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
   b. cost of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
   c. rental cost of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
   d. costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work;
   e. additional cost of field supervision and field office personnel directly attributable to the charge, exclusive of the cost of estimating, contract administration, and purchasing.

2. Addenda. Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

3. *Agreement.* The written instrument which is evidence of the agreement between COUNTY and CONTRACTOR covering the Work. Also referred to as "Contract".

4. *Bonds.* Performance bond and payment bond and other instruments of security, furnished by the CONTRACTOR and its surety in accordance with the Contract Documents and in accordance with the law of Florida.

5. *Change Order.* A written document which is signed by CONTRACTOR and COUNTY and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

6. *Claim.* Any action, change order, demand, invoice, lawsuit, request, or statement, for money, property, or services made to any agent, employee, or officer of the county. Claim does not include tort claims as that term is used in Section 768.28(5) Florida Statutes as amended from time to time.

7. *Contract Documents.* The Contract Documents establish the rights and obligations of the parties and include the following: Agreement (including Exhibits), entire bid package including Advertisement, all Addenda and Instructions to Bidders, CONTRACTOR'S completed Bid Form package, Notice of Award, Notice to Proceed, drawings, specifications, plans, data, studies, surveys, calculations, permit applications, estimates, photographs, reports, approved submittals, and other documents prepared by, through, or under CONTRACTOR that fix, depict or describe the size, quality and character of the Project, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Design Professional's written interpretations and clarifications issued

on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents.

8. *Contract Price.* The moneys paid to CONTRACTOR under Contract Documents, including the Design Fee and Construction Price.

9. *Contract Time.* The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by Design Professional's written recommendation of final payment.

10. *CONTRACTOR.* The individual or entity with whom COUNTY has entered into the Agreement.

11. *Day* means a calendar day unless noted otherwise.

12. *Design Professional* means collectively, the County's authorized agent, including but not limited to architects, engineers, consultants and professionals of record (duly licensed in the State of Florida) that perform services related to the design of any Work at the Project or portions thereof, or otherwise involved on the Project to review and test performance of various Project elements or confirm compliance thereof with any Plan Documents, or otherwise to provide recommendations or advice relating to the design of any portion of the Project.

13. *Drawings.* That part of the Contract Documents prepared or approved by a Design Professional that graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

14. *Effective Date of the Agreement.* The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

15. *Field Order.* A written order issued by COUNTY or its authorized agent, including but not limited to any Design Professional, which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

16. *Final Completion or Final Acceptance.* The completion of all Work called for under the Contract Documents, including, but not limited to, satisfactory operation of all equipment (other than COUNTY supplied equipment or facilities or those installed by separate CONTRACTORS); correction of all punch list items to the satisfaction of COUNTY, payment of all trade CONTRACTORS, subcontractors, and materialmen; settlement of all claims, if any; payment and release of all mechanic's, materialmen's, and similar liens; delivery of all guarantees, equipment operation and maintenance manuals, as-built drawings, certificate of occupancy, and all other required approvals and acceptances by any municipality within Martin County, Martin County itself, the State of Florida or other authorities or agencies having jurisdiction; and removal of all rubbish, tools, scaffolding, and surplus materials and equipment from the Work site.

17. *Notice to Proceed.* A written notice given by COUNTY to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

18. *Public Record.* Means " all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by [COUNTY]," Section 119.011(12) Fla. Stat. (2020), including but not limited to the transaction of official business between COUNTY and CONTRACTOR. .

19. *Samples.* Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

20. *Shop Drawings.* All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

21. *Specifications.* That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

22. *Substantial Completion.* The stage in construction when the Work can be utilized for the purposes for which it was intended, as well as the satisfaction of the following requirements: (1) the items that affect operational integrity and function of the Project must be capable of continuous use; (2) all permits and other regulatory requirements must be satisfied; and (3) a Certificate of Occupancy must be issued where one is required. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

23. *Surety*. The corporate body that is responsible for the CONTRACTOR in connection with the Work as set forth in the Bonds and that is included in the most recent United States Department of the Treasury List of Acceptable Sureties and authorized to issue surety bonds in Florida, and which maintains a surety rating of "A-" or better or equivalent rating by a nationally recognized rating agency.

24. *Underground Facilities.* All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

25. *Work.* Services as defined in each individual Work Order to be paid for in accordance with the unit prices indicated in CONTRACTOR's bid.

26. *Work Order.* A formal document that is dated, serially numbered, and executed by both the COUNTY and the CONTRACTOR in response to COUNTY's request for proposal, by which COUNTY accepts CONTRACTOR's proposal for specific Services and CONTRACTOR indicates a willingness to perform such specific Services under the terms and conditions specified in this AGREEMENT.

27. *Year* means 365 calendar days.

B. As used herein, the disjunctive “or” includes the conjunctive “and”. Further, the singular shall include the plural and vice versa.

ARTICLE 2
WORK/PRELIMINARY REQUIREMENTS

2.1 Work. CONTRACTOR agrees to furnish and complete all authorized and approved work, materials, supplies, tools, furnishings, fixtures, labor, services, equipment, site development, regulatory matters, testing surveying, engineering, landscaping, accounting, coordinating, and construction of the Project.

2.2 Commencement of Work and Notices To Proceed. The Date of Commencement of the Work shall be the date indicated in the Notice to Proceed. Notice to Proceed as to each Phase shall be issued by the Project Manager after the CONTRACTOR has delivered to the COUNTY the executed AGREEMENT, the Bonds and Insurance Certificates in accordance with the AGREEMENT, and the Board has approved this AGREEMENT. No Work shall be performed by the CONTRACTOR or its Professionals, subconsultants, or subcontractors, and no irrevocable commitments to vendors shall be made prior to the Date of Commencement, at which time, CONTRACTOR may commence to perform Work.

2.3 Nothing contained in any Work Order shall conflict with the terms of this AGREEMENT, and the terms of this AGREEMENT shall be deemed to be incorporated in each individual Work Order as if fully set forth therein. A Work Order shall contain the following:

a. A description of the specific Services to be performed, a schedule and amount of compensation to be paid with sufficient detail so as to identify all of the various elements of costs such as, labor rates by classification, hours for each classification, extended price, subcontracted labor (also broken out), material, other direct costs, overhead rate, indirect rate, and profit/fee. The sufficiency of such budget detail is subject to the approval of the COUNTY; and

b. Any other additional instructions or provisions relating to the specific Services authorized pursuant to each Work Order that do not conflict with the terms of this Agreement.

2.4 Preconstruction Conference(s). Immediately following the issuance of the Notice to Proceed the CONTRACTOR shall meet with the COUNTY for review and acceptance of the CONTRACTOR’S initial submittals, CPM Schedule, Final Schedule of Values, personnel and Subcontractor list, to review mobilization requirements, to establish procedures for handling shop drawings and other Submittals and Applications for Payment, and to establish a working understanding among the parties as to the Work.

2.5 Assumption of Risks. CONTRACTOR shall become familiar with and prepare for the normal weather conditions existing in Martin County, Florida. Normal weather conditions are expected to impact the Work in numerous ways, including but not limited to, delays during and after periods of rainfall, temporary flooding and ponding, wet ground, high winds and debris. CONTRACTOR’S Contract Price and Project Schedule, and any subsequent approved revisions thereto, shall sufficiently anticipate and include normal weather Days as reflected by 10-year average of historical records produced by the National Weather Service. Additionally, the CONTRACTOR assumes the risk for all costs associated with concealed Site conditions which are foreseeable through the exercise of due diligence. Again, it shall be the obligation of

CONTRACTOR to fully investigate the Site and provide sufficient contingency amounts for conditions which are foreseeable.

2.6 Requirement to E-Verify. ***As a condition precedent to entering into this AGREEMENT***, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

A. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.
B. The COUNTY, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat., or the provisions of this section shall terminate the contract with the person or entity.
C. The COUNTY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
D. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(5)(d), Fla. Stat. Contractor acknowledges that upon termination of this AGREEMENT by the COUNTY for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the COUNTY as a result of termination of any contract for a violation of this section.
E. *Subcontracts.* Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

ARTICLE 3
CONTRACT PRICE

The OWNER shall pay the CONTRACTOR for the performance of Work outlined in each individual Work Order issued in accordance with the Contract Documents, the fixed Contract Price outlined in each individual Work Order, based on the unit costs in the Bid. The obligations of the OWNER under this Agreement are subject to the availability of funds lawfully appropriated for the Project by the Board of County Commissioners of Martin County.

ARTICLE 4
CONTRACTOR RESPONSIBILITIES

4.1 CONTRACTOR represents that it has familiarized itself with, and assumes full responsibility for having familiarized itself with, the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that it

has correlated its study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that it has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as it deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that it has correlated the results of all such data with the requirements of the Contract Documents.

4.2 The CONTRACTOR shall give all notices and comply with all municipal, local, state and federal laws, ordinances, codes, rules, licenses, and regulations applicable to the Work. If the CONTRACTOR observes that any of the AGREEMENT is contradictory to such laws, rules, and regulations, it shall notify the Project Manager promptly in writing. If the CONTRACTOR performs any Work that it knows or should have known to be contrary to such laws, ordinances, rules, and regulations, it shall bear all related costs.

4.3 CONTRACTOR acknowledges that its duties hereunder shall not be excused or discharged in any respect based on the incompleteness or inaccuracy of any such documents or materials.

4.4 CONTRACTOR shall be responsible to the COUNTY for acts and omissions of CONTRACTOR and CONTRACTOR'S agents, employees, professionals, subconsultants, subcontractors, and all other parties performing Work by, through and under CONTRACTOR.

4.5 CONTRACTOR shall be responsible for the management, coordination and supervision of all construction means, methods, techniques, sequences and procedures for completion of the Work.

4.6 The CONTRACTOR agrees to bind specifically every Professional, subconsultant and subcontractor to the applicable terms and conditions of the AGREEMENT, for the benefit of the COUNTY.

4.7 CONTRACTOR represents that it is fully experienced and properly qualified to perform the Work under the Contract Documents and that it is properly licensed, equipped, organized and financed to perform such Work.

4.8 CONTRACTOR shall act as an independent CONTRACTOR and not as the agent of COUNTY. The CONTRACTOR shall supervise and direct the Work and shall be solely responsible for the means, methods, techniques, sequences and procedures of construction subject to compliance with the Contract Documents.

4.9 The CONTRACTOR shall employ and maintain a full-time on-site Superintendent who shall have been designated in writing by the CONTRACTOR and pre-approved by the COUNTY. The Superintendent shall be dedicated to this the Project full time and shall have full authority to act on behalf of the CONTRACTOR in supervising the project and to obtain authority timely when necessary, for example, for change orders. The Superintendent shall be capable of properly interpreting the Contract Documents and be thoroughly experienced in the type of work being performed. The Superintendent shall have full authority to receive instructions from the Design Professional and to execute the orders or directions of the Design Professional, including promptly supplying any materials, tools, equipment, labor, and incidentals that may be required. The Superintendent shall be provided regardless of the amount of work sublet. The Superintendent shall speak and understand English, and the CONTRACTOR shall maintain at

least one other responsible person who speaks and understands English, on the project during all working hours. All communications given to the Superintendent shall be as binding as if given to the CONTRACTOR. Nothing contained herein shall be construed as modifying the CONTRACTOR's duty of supervision and fiscal management as provided by Florida law. The COUNTY shall have the right of direct removal of any Authorized Representative of the CONTRACTOR. Any change in the Superintendent of the CONTRACTOR assigned to the Project shall be subject to the COUNTY's prior written approval. The Authorized Representative shall have full authority to receive instructions from the Owner and/or Design Professional, and to execute the orders or directions of the Owner and/or Design Professional, including promptly supplying any materials, tools, equipment, labor, and incidentals that may be required. The Superintendent shall provide such superintendence regardless of the amount of work sublet.

4.10 The CONTRACTOR shall not employ any subcontractor or Consultant against whom the COUNTY may have reasonable objection.

4.11 The CONTRACTOR shall keep at least one record copy in hard copy and one in electronic format of all Contract Documents on-site in good order and annotated to show all changes made during the construction process. Final acceptance of the Work will be withheld until all such modifications have been properly inserted electronically into the design documents (thus creating "As-Built Documents") and provided to the COUNTY, and the COUNTY approves those As-Built Documents.

4.12 The CONTRACTOR shall provide the COUNTY two copies of the Record Drawings verifying the as-built conditions for all installed and constructed components of the Work, including, but not limited to, the surface water management, traffic control, lighting, water distribution, and wastewater collection systems. The Record Drawings, which shall be signed and sealed by a Professional Engineer or Surveyor and Mapper, licensed in the State of Florida, must demonstrate to the Project Manager that the Project components were constructed in substantial conformance with the approved Construction Plans and applicable permits and that the Project will function as designed and intended. The Record Drawings must be certified based on an As-Built Survey prepared in accordance with the Standards of Practice established in Florida Administrative Code (FAC) 5J-17.051 and 5J-17.052. If the Project Manager determines that the as-built conditions of one or more components are not constructed in substantial conformance with the approved Construction Plans or that the Record Drawings do not sufficiently demonstrate conformance with the Construction Plans, one set of the Record Drawings will be returned to the CONTRACTOR that identify the deficient component(s) of the Work. The CONTRACTOR shall correct the component(s) or the Record Drawing in the timeframes set forth in Article 6 of this Agreement. Upon acceptance by the Project Manager, the CONTRACTOR shall provide the COUNTY with one (1) copy of the Record Drawings electronically in AutoCAD® and Adobe Acrobat®. The Adobe Acrobat® file shall be a replica of the signed and sealed Record Drawing. Unless the COUNTY agrees otherwise in writing, the Adobe Acrobat® file shall be digitally signed by the Professional Engineer or Surveyor and Mapper, licensed in the State of Florida.

4.13 The CONTRACTOR shall, at its expense, attend any and all meetings called by COUNTY to discuss the Work under the Contract.

4.14 CONTRACTOR shall deliver to the COUNTY both prior to commencing the Project and also at the completion of the Project and before receipt of Final Payment, a DVD video of the Project showing the site before Work is commenced, the site as it progresses on a monthly basis, and after Work has been completed. CONTRACTOR shall identify on the videos the

station numbers as those areas of the Project are taped, as well as the date recorded. The cost of the recording is included in the bid submitted by the CONTRACTOR.

4.15 CONTRACTOR shall not establish and shall not allow its employees to engage in any commercial activities on the Project site unrelated to the Project/Work Order.

4.16 The CONTRACTOR shall, at its expense, arrange for, develop and maintain all utilities in Work areas to meet the requirements of the Contract. Such utilities shall be furnished by CONTRACTOR at no additional cost to the COUNTY, and shall include, but not be limited to, the following: public telephone service for the CONTRACTOR'S use; construction power as required at each point of construction; and water as required throughout the construction. Prior to final acceptance of the Work the CONTRACTOR shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of the Contract. The COUNTY will assume the utility costs directly related to its usage of areas in which it has taken Beneficial Occupancy.

4.17 The CONTRACTOR shall be responsible for the proper maintenance, control, and detour of traffic in the area of construction, during the course of construction. All traffic control and maintenance procedures shall be in accordance with the requirements of either the Florida Department of Transportation, Martin County, or the local municipality, within their respective area of jurisdiction. It shall be the CONTRACTOR'S responsibility, as Bidder, prior to submitting its Bid, to determine the requirements of these agencies so that its Proposal reflects all costs to be incurred. No claims for additional payment will be considered for costs incurred in the proper maintenance, control, detour and protection. The CONTRACTOR shall notify all such agencies and the COUNTY at least seven (7) days in advance of any traffic detour. The CONTRACTOR shall notify all such agencies and the COUNTY at least fourteen (14) days in advance of any road closure.

4.18 The CONTRACTOR is responsible for adequate drainage at all times. Existing functioning storm sewers, gutters, ditches, and other run-off facilities shall not be obstructed.

4.19 Fire hydrant on or adjacent to the highway shall be kept accessible and no obstruction shall be placed within fifteen feet (15') of any hydrant.

4.20 Heavy Equipment shall not be operated close enough to pipe headwalls or other structures to cause their displacement.

4.21 Where the COUNTY determines it to be necessary for maintaining the security of livestock or adjacent property or for protection of pedestrians, the CONTRACTOR shall erect and operate under temporary security fencing. Permanent fencing shall be addressed as required by the Plans and Specifications.

4.22 CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of Work under this Agreement.

ARTICLE 5
PAYMENT

5.1 Schedule of Values; Retainage

The CONTRACTOR's Unit Price Proposal for each Work Order shall serve as the schedule of values for basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the COUNTY. Progress payments on account of Work will be based on the number of units completed. The schedule of values shall be approved by the County prior to commencement of the project, that is, before the first Notice to Proceed. Pursuant to Section 255.078(1), Florida Statutes, the COUNTY will withhold from each progress payment made to the CONTRACTOR the amount of 5% of the payment as retainage. Pursuant to Section 255.078(3), Florida Statutes, the COUNTY may elect not to pay or release any amounts (such as retainage) that are the subject of a good faith dispute in writing, the subject of a claim brought pursuant to Section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the COUNTY or CONTRACTOR.

5.2 Method of Payment and Payment

5.2.1. CONTRACTOR may submit invoices for compensation no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after expiration or earlier termination of this Agreement. Invoices shall designate the services performed and, as applicable, the personnel, hours, tasks, or other details as requested by COUNTY.

5.2.2. Any invoice submitted by CONTRACTOR shall be in accordance with the schedule of values minus any agreed upon retainage. Retainage amounts shall only be invoiced to COUNTY upon completion of all services.

5.2.3. COUNTY shall pay CONTRACTOR within twenty-five (25) days of CONTRACTOR's approved invoice. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement. COUNTY may withhold payment, in whole or in part, for failure of CONTRACTOR to comply with a term, condition, or requirement of this Agreement.

5.2.4. CONTRACTOR shall pay subcontractors and suppliers within ten (10) days following receipt of payment from COUNTY for such subcontracted work or supplies. CONTRACTOR agrees that if it withholds an amount as retainage from subcontractors or suppliers, it will release such retainage and pay same within ten (10) days following receipt of payment of retained amounts from COUNTY. Failure to pay a subcontractor or supplier in accordance with this subsection shall be a material breach of this Agreement, unless CONTRACTOR demonstrates to COUNTY's satisfaction that such failure to pay results from a bona fide dispute with the Subcontractor or supplier and, further, CONTRACTOR promptly pays the applicable amount(s) to the subcontractor or supplier upon resolution of the dispute. CONTRACTOR shall include requirements substantially similar to those set forth in this subsection in its contracts with subcontractors and suppliers.

5.3 CONTRACTOR'S Warranty of Title. The CONTRACTOR warrants and guarantees that title to all Work covered by an Application for Payment, whether incorporated in the Work or not, shall pass to the COUNTY prior to the making of the Application for Payment, free and clear of all liens, claims, security interests, purchase money security interest, chattel paper or

encumbrances of any nature whatsoever ("Liens").

5.4 The CONTRACTOR shall promptly pay all Subcontractors, laborers, materialmen, and suppliers upon receipt of payment from the COUNTY, out of the amount paid to the CONTRACTOR on account of such person's portion of the Work, the amount to which such person is entitled, reflecting percentages actually retained from payments to the CONTRACTOR on account of such person's portion of the Work. The CONTRACTOR shall, by appropriate agreement with each Subcontractor or other person, require each subcontractor or other person to make payments to Sub-subcontractors in similar manner.

5.5 A Certificate of Payment, a progress payment, or partial or entire use of the Project by the COUNTY shall not constitute acceptance of Work not in accordance with the Contract Documents.

5.6 In accordance with the provisions of Florida Statutes section 255.05, where the CONTRACTOR requires a waiver from laborers, materialmen, subcontractors, or sub-subcontractors (as each such term is defined by Florida Statutes section 713.01) of the right to make a claim against the Payment Bond in exchange for, or to induce payment of, a progress payment or a final payment; such waivers shall comply with the form set forth in Florida Statutes section 255.05 as amended from time to time. Written consent from the surety in a form acceptable to the County regarding the project or payment may be given in lieu of waivers.

5.7 If one or more "Notice of Non-Payment" is received by the COUNTY, no further payments will be approved until non-payment(s) have been satisfied and a "Release of Claim" for each "Notice" has been submitted to the COUNTY. Upon request, CONTRACTOR shall furnish acceptable evidence that all such claims or liens have been satisfied. If CONTRACTOR fails to satisfy the nonpayment, COUNTY may make payment and back charge CONTRACTOR for any and all costs associated with such payment.

5.8 Progress. If at any time during the progress of Work, CONTRACTOR'S actual progress is inadequate to meet the requirements of the Contract, COUNTY may, but is not required to, notify CONTRACTOR to implement some or all of the following remedial actions at the sole cost and expense of CONTRACTOR:

1. Increase construction manpower in such quantities and crafts as necessary to eliminate the schedule progress deficiency;

2. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the schedule progress deficiency;

3. Reschedule the Work in conformance with the specification requirements.

5.9 Neither such notice by COUNTY nor COUNTY'S failure to issue such notice shall relieve CONTRACTOR of its obligation to achieve the quality of Work and rate of progress required by the Contract.

ARTICLE 6
TIME OF PERFORMANCE

6.1 Time is of the essence under this Agreement.

6.1.1 Substantial Completion

The following items, as applicable, shall be completed prior to an inspection for Substantial Completion:

1. All general construction completed, and the project components shall be clean, and all systems fully functional.

2. All mechanical and electrical Work substantially complete, fixtures in place, connected, cleaned and usable.

3. All electrical circuits shall be scheduled in panels, and all panels and disconnect switches properly labeled.

4. All painting shall be completed; all signs installed.

5. All floors, glass and metal Work shall be cleaned.

6. All finish hardware shall be installed, and all doors shall be in good Working order.

7. Project site shall be cleared of the CONTRACTOR'S excess equipment, temporary facilities, trailers, and/or building supplies. All temporary construction shall be removed, and all Sitework completed.

8. All operations and maintenance manuals for all equipment shall have been submitted.

9. Manufacturers certifications, warranties, and current as-builts shall be delivered to COUNTY.

10. All operations and maintenance training related literature, software and back-up electronic files have been provided.

11. All required spare parts, materials, as well as any special measuring devices and tools shall have been provided to COUNTY.

12. All air and water balancing reports shall have been submitted.

13. All keys and blanks shall have been provided.

6.1.2 When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify COUNTY in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that the COUNTY or COUNTY's authorized agent issue a certificate of Substantial Completion. Promptly thereafter, COUNTY and CONTRACTOR, and Architect/Engineer shall make an inspection of the Work to determine the status of completion. For the purpose of this Contract, and for the compliance of those procedures, duties and obligations as set forth in Florida Statutes §218.70 et. seq. and §218.735 et. seq. the term "Substantial Completion" is defined as that point where

COUNTY is able to enjoy beneficial occupancy of the Work and where the Work has achieved that level of completion such that COUNTY is able to utilize the entire Project for its intended purposes, including but not limited to the completion of all specified systems and items relating to life, safety and regulatory use, with the exception of incidental or incomplete items except where a lack of completion of such incidental or incomplete items of Work will adversely affect the complete operation of other areas of the Work. Additional conditions (if any) needed to achieve Substantial Completion of the Work and which are project specific are as set forth in attached Exhibits. If COUNTY does not consider the Work substantially complete, COUNTY will notify CONTRACTOR in writing giving the reasons therefore. If COUNTY considers the Work substantially complete, COUNTY will issue a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. If COUNTY considers the Work substantially complete, then, for construction projects having an estimated cost of less than 10 million dollars:

A. The intent of this section is for the COUNTY and the CONTRACTOR to cooperate to develop a Final Punchlist no later than 30 (thirty) days from the date of reaching Substantial Completion.

B. Within 5 (five) days of Substantial Completion of the Project, the CONTRACTOR shall schedule a walkthrough with the COUNTY ("Punchlist Walkthrough"). The purpose of the Punchlist Walkthrough is to 1) determine that the project has achieved Substantial Completion, and if so, to develop a Punchlist of items to be performed by the CONTRACTOR, based upon observations made jointly between the CONTRACTOR and the COUNTY during the Punchlist Walkthrough and 2) to establish an estimated cost to complete each item on the Punchlist. The COUNTY may include within such cost estimation the total costs for completing such item of work, including the administrative costs as well as costs to address other services needed or areas of work which may be affected in order to achieve full completion of the Final Punchlist item. The COUNTY shall issue the Final Punchlist, including the estimated cost for each item, within 30 (thirty) days of the Substantial Completion date

C. The CONTRACTOR shall endeavor to address and complete as many items as possible noted on the Punchlist either during the Punchlist Walkthrough itself or within 20 (twenty) days from the date of the Punchlist Walkthrough.

D. No more than 20 (twenty) days following the issuance of the Final Punchlist, the CONTRACTOR shall again initiate and request a second walkthrough ("Final Walkthrough") of the Project with the COUNTY. The purpose of the Final Walkthrough is to identify which items on the Punchlist remain incomplete and to supplement that list as legally necessary (based, for example, upon work which may have been damaged as a result of the CONTRACTOR's performance of completion of items contained on the Punchlist.

E. The CONTRACTOR shall complete the Final Punchlist items within 30 (thirty) days of the date of its issuance by the COUNTY.

F. Within twenty (20) business day after the Punchlist is created, the COUNTY must pay the contractor the remaining contract balance less an amount equal to 150% of the estimated cost to complete any items remaining on the Punchlist.

G. The CONTRACTOR acknowledges and agrees that no item contained on the Final Punchlist shall be considered a warranty item until such time as: (i) the Final Punchlist is 100% (one hundred percent) complete; and (ii) the COUNTY has been able to operate or utilize the affected Punchlist item for 15 (fifteen) days, whichever occurs last.

H. The CONTRACTOR acknowledges and agrees that the COUNTY may, at their option, during performance of the Work and prior to Substantial Completion, issue lists of identified non-conforming or corrective work for the CONTRACTOR to address. The intent of any such lists prior to Substantial Completion is to streamline the Punchlist process upon achieving Substantial Completion, and to allow for the CONTRACTOR to address needed areas of corrective work as they may be observed by the COUNTY during performance of the Work.

6.1.3 If Substantial Completion has not been obtained at the Punchlist Walkthrough inspection called by the CONTRACTOR, for reasons that are the fault of the CONTRACTOR, the cost of any subsequent inspections requested by the CONTRACTOR for the purpose of determining Substantial Completion shall be at the cost of the CONTRACTOR and shall be assessed against the final payment application. Punch list items recorded as a result of inspections for Substantial Completion are to be corrected by the CONTRACTOR within the timeframe established.

6.1.4 COUNTY shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but COUNTY shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

6.2 Partial Utilization

A. Use by COUNTY at COUNTY'S option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which COUNTY, Design Professional, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by COUNTY for its intended purpose without significant interference with CONTRACTOR'S performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. COUNTY at any time may request CONTRACTOR in writing to permit COUNTY to use any such part of the Work which COUNTY believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to COUNTY and Design Professional that such part of the Work is substantially complete and request Design Professional to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify COUNTY and Design Professional in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request Design Professional to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, COUNTY, CONTRACTOR, and Design Professional shall make an inspection of that part of the Work to determine its status of completion. If Design Professional does not consider that part of the Work to be substantially complete, Design Professional will notify COUNTY and CONTRACTOR in writing giving the reasons therefore.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with this Agreement regarding property insurance.

6.3 Final Inspection

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, Design Professional will promptly make a final inspection with COUNTY and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

6.4 Final Payment

A. Application for Payment

1. After CONTRACTOR has, in the opinion of Design Professional, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents, current as-builts, and other documents.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to COUNTY) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens and as approved by COUNTY, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which COUNTY or COUNTY'S property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to COUNTY to indemnify COUNTY against any Lien.

B. Review of Application and Acceptance

1. If, on the basis of Design Professional’s observation of the Work during construction and final inspection, and Design Professional’s review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Design Professional is satisfied that the Work has been completed and CONTRACTOR’S other obligations under the Contract Documents have been fulfilled, Design Professional will, within ten days after receipt of the final Application for Payment, indicate in writing Design Professional’s recommendation of payment and present the Application for Payment to COUNTY for payment. At the same time Design Professional will also give written notice to COUNTY and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, Design Professional will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Upon completion of all items on the punchlist, final payment is due twenty-five days after the payment request or invoice is stamped as received by County, Payment on a corrected payment requests, must be paid or rejected ten (10) days after the date the corrected payment request or invoice is stamped as received; or

2. If a good faith dispute made in writing exists as to whether one or more items identified on the list have been completed pursuant to the contract, the COUNTY may continue to withhold an amount not to exceed 150 percent of the total costs to complete such items.

6.5 If Substantial Completion is not obtained at the inspection called by the CONTRACTOR, for reasons that are the fault of the CONTRACTOR, the cost of any subsequent inspections requested by the CONTRACTOR for the purpose of determining Substantial Completion shall be at the cost of the CONTRACTOR and shall be assessed against the final payment application. Punch list items recorded as a result of inspections for Substantial Completion are to be corrected by the CONTRACTOR within the timeframe established.

ARTICLE 7
LIQUIDATED DAMAGES; FORCE MAJEURE

7.1 Milestones, milestone completion dates and applicable liquidated damages shall be in accordance with the Work Order.

7.2 Upon failure of the CONTRACTOR to Finally Complete the Agreement/Work Order within the specified period of time, plus approved time extensions, the CONTRACTOR shall pay to the COUNTY daily liquidated damages in the amount shown on Page 1 of this Agreement to reflect the COUNTY's estimated damages resulting from the delay to Final Completion.

7.3 Milestones, milestone completion dates, and applicable Liquidated Damages shall be in accordance with the Contract Documents.

7.4 If the milestones are not strictly complied with, then Liquidated Damages will be assessed against the CONTRACTOR, which are agreed upon, and it is further agreed that such Liquidated Damages bear a reasonable relationship to damages to be incurred by the COUNTY, and are not a penalty.

7.5 Force Majeure. A party shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is beyond the reasonable control of a party, materially affecting the performance of any of its obligations under this agreement, and could not reasonably have been foreseen or provided against, but will not be excused for failure or delay resulting from only general economic conditions or other general market effects. If either party invokes this provision to avoid performance of any obligation under this Agreement and a Court determines that party wrongfully invoked this provision to evade performance of such an obligation, the aggrieved party shall be entitled to its reasonable attorney's fees and costs for obtaining the Court's determination of the same.

ARTICLE 8
CLAIMS FOR ADDITIONAL TIME

8.1 If the CONTRACTOR'S performance of this Contract is delayed: i) which delay is beyond the reasonable control and without the fault or negligence of the CONTRACTOR or its

subcontractors; or ii) by changes ordered in the Work, and in either event where such delay or change in the Work affects the critical path, then the Contract Time shall be extended by Change Order as determined by the COUNTY . If the CONTRACTOR wishes to make Claim for an increase in the Contract Time, CONTRACTOR shall provide COUNTY a written notice of claim upon discovering the cause of the alleged delay. Such notice of claim shall include the following information, or else be waived:

1. Nature of the delay or change in the Work;

2. Dates of commencement and cessation of the delay or change in the Work;

3. Activities on the current progress schedule affected by the delay or change in the Work;

4. Identification and demonstration that the delay or change in Work affects the critical path;

5. Identification of the source of delay or change in the Work;

6. Anticipated extent of the delay or change in the Work; and

7. Recommended action to minimize the delay.

8.2 The CONTRACTOR shall not be entitled to any extension of time for delays resulting from any cause unless CONTRACTOR shall have notified the COUNTY in writing within seven (7) days of commencement of the delay.

8.3 No Damages for Delay; Exclusive Remedy. The CONTRACTOR shall not be entitled to and hereby waive any and all claims for damages which they may suffer by reason of delay, acceleration, loss of efficiency, or other related time or impact-based claims (hereinafter collectively "delay") or for delay attributable to any foreseen or unforeseen condition, or for delays claimed to be the result of active, intentional, knowing or passive interference by the COUNTY , Architect, Design Professional, or its agents, and waives damages which it may suffer by reason of such claims for lost profits, loss or impairment of bonding capacity, destruction of business, extended overhead, supervision, extended, unabsorbed home office overhead; the extension of time granted herein being the CONTRACTOR'S sole remedy, with the exception that in the event of demonstrated critical, compensable, non-concurrent delay suffered by the CONTRACTOR, the CONTRACTOR may claim as its sole and exclusive remedy any associated, extended direct jobsite general conditions expended by the CONTRACTOR (hereinafter "applicable extended general conditions") in a sum not to exceed $250.00 per each day of delay. Apart from extensions of time or acceleration costs approved by COUNTY and any applicable extended general conditions, no payment of claim for delay damages shall be made to the CONTRACTOR as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Work, whether such delay be avoidable or unavoidable. Notwithstanding anything herein to the contrary, provided CONTRACTOR have otherwise satisfied the requirements of this Contract, the CONTRACTOR shall be entitled to an increase in the Contract sum based upon approved general condition, insurance, and bond premium costs resulting from delays for which the Design Professional has approved by Change Order. an extension of time for performance; provided, however, COUNTY shall not be required to pay such additional amounts for any days following the date on which CONTRACTOR

achieves Final Completion for the appropriate portion of the Work.

ARTICLE 9
SITE CONDITIONS

9.1 Field Measurements. Before undertaking each part of the construction, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to the COUNTY any conflict, error or discrepancy which CONTRACTOR or any of its Subcontractors or Suppliers may discover and shall obtain a written interpretation or clarification from COUNTY before proceeding with any Work affected. CONTRACTOR shall remain liable to COUNTY for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents prepared by CONTRACTOR.

9.2 Differing Site Conditions. The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the COUNTY in writing of: (l) subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or (2) unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Contract. The COUNTY will promptly investigate the conditions, and if it finds that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly. CONTRACTOR'S failure to provide notice upon discovery of the differing site condition shall waive any entitlement to such an adjustment in the Contract Price or Contract Time.

ARTICLE 10
INDEMNIFICATION

The CONTRACTOR hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether employees of any tier of the CONTRACTOR, its SUBCONTRACTS, CONSULTANTS or SUPPLIERS or otherwise, and to all property caused by, resulting from, arising out of or occurring in connection with the execution of the Contract, or in preparation for the work and services under this Contract, or any extension, modification, or amendment thereto by change order to otherwise.

CONTRACTOR hereby agrees to indemnify and hold harmless MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, its officers and employees from liabilities, damages, lawsuits, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in the performance of the Construction Contract.

ARTICLE 11
TERMINATION

11.1 Notwithstanding any other provision of this Contract, the CONTRACTOR may be held in default of its contractual obligation under this Contract if the CONTRACTOR:

1. refuses or fails to supply enough properly skilled workers or proper and sufficient materials and equipment;

2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the CONTRACTOR and the Subcontractors;

3. disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;

4. performs Work that does not conform to Contract Documents requirements;

5. fails to meet the Contract schedule or fails to make progress on the Work so as to endanger performance of the Contract;

6. abandons or refuses to proceed with any or all Work; or

7. otherwise breaches, fails to comply fully with, or is in default of any provision of the Contract Documents.

11.2 The COUNTY must provide written notice to the CONTRACTOR notifying it that the COUNTY is declaring it in default and providing the CONTRACTOR with five (5) days after receipt of such written notice of default, to cure such default. In the event that the CONTRACTOR fails to cure the default within the five (5) day default period, the COUNTY may:

1. take possession of the Work site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the CONTRACTOR;

2. accept assignment of subcontracts pursuant to this Agreement; and

3. finish the Work by whatever reasonable method the COUNTY may deem expedient, and charge all completion costs against any monies owed or to be owed to CONTRACTOR, or back charge CONTRACTOR for any and all such completion costs, or

4. terminate the CONTRACTOR and hire a completion CONTRACTOR to finish the Work by whatever reasonable method the COUNTY may deem expedient, and charge all completion costs, including costs for construction, architectural, engineering, project management, and any other expenses, against any monies owed or to be owed to CONTRACTOR, or back charge CONTRACTOR for any and all such completion costs, or

5. set off any and all such completion costs against any monies then due or to become due on any other projects that the COUNTY has with CONTRACTOR.

11.3 Upon default, CONTRACTOR shall not be entitled to receive further payment until the Work is finished.

11.4 If, after notice of termination, it is determined for any reason that the CONTRACTOR was not in default, or that the delay was excusable under the provisions of the Contract Documents, the rights and obligations of the parties shall be the same as if the notice of termination had been a Termination by the COUNTY for Convenience.

11.5 Pursuant to Section 287.135, F.S., the COUNTY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have

submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

11.6 Termination by the COUNTY for Convenience. Notwithstanding any other provision to the contrary in the Contract Documents, the COUNTY reserves the right at any time and in its sole and absolute discretion to terminate the services of the CONTRACTOR with respect to the Work by giving written notice to the CONTRACTOR. In such event, the CONTRACTOR shall be entitled to, and the COUNTY shall reimburse the CONTRACTOR for, an equitable portion of the Contract Price based on the portion of the Work completed prior to the effective date of termination and for any other reasonably expended costs attributable to such termination. However, CONTRACTOR shall not be entitled to receive its anticipated profits for any unperformed Work.

11.7 Should the CONTRACTOR'S Contract be terminated for any reason, the CONTRACTOR shall, at no additional cost to the COUNTY, give written permission to the COUNTY to utilize all design documents necessary for the purpose of completing the Project with another CONTRACTOR.

ARTICLE 12
SUSPENSION OF WORK

The COUNTY may, without cause, order the CONTRACTOR in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the COUNTY may determine.

ARTICLE 13
CHANGES IN THE WORK

13.1 The COUNTY may, at any time or from time to time, order additions, deletions or revisions in the Work. Upon request of the COUNTY, a request for proposal will be issued to the CONTRACTOR detailing the proposed additions, deletions or revisions to the Work. The request for proposal shall include such details as man-hours, man-hour rates, quantities, quantity unit rates, equipment, equipment unit rates and mark-ups. The CONTRACTOR shall complete and return the request for proposal to the COUNTY within ten (10) days from receipt thereof. The request for proposal shall include any increases or decreases in Contract Time or Contract Price and shall include any additional modifications required by virtue of the requested change, whether or not such additional modifications were specifically identified in the request for proposal. The request for proposal may then be: 1) issued as a Change Order in accordance with the provisions of the Contract Documents; 2) modified and thereafter issued as a Change Order in accordance with the provisions of the Contract Documents; or 3) withdrawn.

13.2 The COUNTY may authorize minor changes or alterations in the Work not involving extra cost or time and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alterations authorized by the COUNTY entitles it to an increase in the Contract Price or extension of Contract Time, it shall treat the Field Order as a request for proposal and issue a proposal for the changes in Contract Price and Contract Time prior to proceeding with the Work covered in the Field Order. The procedures outlined in the Contract Documents shall then be followed. Acceptance of the Final Payment by the CONTRACTOR shall constitute acknowledgment by

the CONTRACTOR that all payments due for modifications required under Field Orders have been incorporated into the Final Payment.

13.3 Additional Work performed by the CONTRACTOR without authorization of a written Change Order will not entitle it to an increase in the Contract Price or an extension of the Contract Time.

13.4 It is the CONTRACTOR'S responsibility to notify its Surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly. The CONTRACTOR shall furnish proof of such adjustment to the COUNTY.

13.5 The COUNTY may, at any time, without notice to the Surety, by Field Order or by properly executed Change Order, make any change in the Work within the general scope of the Contract Documents, including but not limited to changes:

A. in the Drawings and designs, and Specifications;
B. in the method or manner of performance of the Work;
C. in the COUNTY -furnished facilities, equipment, materials, services or site; or
D. directing acceleration in the performance of the Work.

13.6 Except as herein provided, no order, statement, or conduct of the COUNTY shall be treated as a Change Order or Field Order or entitle the CONTRACTOR to an equitable adjustment hereunder.

13.7 No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

13.8 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price, except for additional design services, shall be determined in one of the following ways at the sole discretion of the COUNTY:

A. where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved;
B. by negotiated lump sum; or
C. cost plus. If this option is selected, COUNTY reserves the right to request any and all documentation from CONTRACTOR in support of its foregoing actual costs, and CONTRACTOR agrees promptly to supply such information.

13.9 For changes in the Work performed by CONTRACTOR’s own forces, CONTRACTOR shall be entitled to a percentage mark-up for actual costs as defined in Section 1 of ten (10) percent.

13.10 For changes in the Work performed by subcontractors, (a) the subcontractor shall be entitled to mark-up the cost of the change(s) by ten (10) percent, and (b) the CONTRACTOR shall be entitled to mark-up the subcontractor’s total by five (5) percent.

ARTICLE 14
MATERIALS, EQUIPMENT AND WORKMANSHIP; SUBSTITUTIONS

14.1 Only new, unused items of recent manufacture, of designated quality, free from defects, will be accepted. Rejected items shall be removed immediately from the Work and replaced with items of specified quality. Failure by COUNTY to order removal of rejected materials and equipment shall not relieve CONTRACTOR from responsibility for quality of the materials supplied nor from any other obligation under the Contract Documents.

14.2 No Work defective in construction or quality, or deficient in meeting any requirement of the Contract Drawings and Specifications will be acceptable regardless of COUNTY'S failure to discover or to point out defects or deficiencies during construction; nor will the presence of field representatives at the Work or the satisfaction of the WORK meeting applicable code requirements relieve CONTRACTOR from responsibility for the quality and securing progress of Work as required by the Contract Documents.

14.3 Prior to proposing any substitute item, CONTRACTOR shall satisfy itself that the item proposed is, in fact, equal or better to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of such item will be in COUNTY'S interest, and will in no way have a detrimental effect upon the Project completion date and schedule.

14.3.1 The burden of proof of equality of a proposed substitution for a specified item shall be upon CONTRACTOR. CONTRACTOR shall support its request with sufficient test data and other means to permit COUNTY to make a fair and equitable decision on the merits of the proposal. CONTRACTOR shall submit drawings, samples, data and certificates and additional information as may be required by the COUNTY for proposed substitute items as required by the Contract Documents.

14.3.2 Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. COUNTY will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified.

14.3.3 CONTRACTOR shall allow an additional 15 days for COUNTY'S review of substitutions. All requests for substitutions with submittal data must be made at least fifty (50) days prior to the time CONTRACTOR must order, purchase or release for manufacture or fabrication. Approval of a substitution shall not relieve CONTRACTOR from responsibility for compliance with all requirements of the Contract. CONTRACTOR shall coordinate the change with all trades and bear the expense for any changes in other parts of the Work caused by any substitutions.

14.3.4 If COUNTY rejects CONTRACTOR'S substitute item on the first submittal, CONTRACTOR may make only one additional request for substitution in the same category. Upon the second request, the CONTRACTOR shall be invoiced the expenses of the COUNTY allocable to the review of such submittal data. The foregoing amounts shall be deducted, as applicable, from the next succeeding partial payment to the CONTRACTOR, or from the final payment.

ARTICLE 15

COMPLIANCE

15.1 All work, labor, materials and equipment provided under this Agreement shall be performed in strict compliance with any and all applicable building and fire, life and safety codes and strictly in accordance with plans and specifications. CONTRACTOR must satisfy itself that the Contract Documents in fact comply with all applicable codes. CONTRACTOR shall notify COUNTY prior to commencement of Work of any requirement of the plans and specifications not in strict compliance with such codes. There will be no extra payment for compliance to existing codes or any item of interpretation regarding enforcement of existing codes. CONTRACTOR is representing by acceptance of this Agreement that it has thoroughly researched all applicable codes and regulations affecting this Project.

15.2 If, during the term of this Contract, there are any changed or new laws, ordinances or regulations not known or foreseeable at the time of signing this Contract which become effective and which affect the cost or time of performance of the Contract, CONTRACTOR shall immediately notify COUNTY in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Contract. Upon concurrence by COUNTY as to the effect of such changes, an adjustment in the Contract Price or time of performance will be made. If any discrepancy or inconsistency should be discovered between the Contract Documents and any law, ordinance, regulation, order or decree, CONTRACTOR shall immediately report the same in writing to COUNTY who will issue such instructions as may be necessary. However, it shall not be grounds for a Change Order that the CONTRACTOR was unaware of or failed to investigate the rules, codes, regulations, statutes, and all ordinances of all applicable governmental agencies having jurisdiction over the Project or the Work.

15.3 CONTRACTOR shall give all notices and at all times comply with all applicable laws, codes, ordinances, rules and regulations in effect during the time of performance of the Work.

15.4 CONTRACTOR shall deliver a product which will meet or exceed the Design Criteria package standards, provide a complete and functional facility including but not limited to all necessary interfaces between this facility and adjacent existing facilities, or anticipated future facilities. All built-in equipment, systems, controls, devices and finishes necessary for the efficient use and maintenance of the facility and its related site work, except as otherwise noted or clarified herein, shall be included in the Work.

ARTICLE 16
NON-DISCRIMINATION

CONTRACTOR covenants and agrees that the CONTRACTOR shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with the respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex, physical handicaps (except where based on a bona fide occupational qualification) marital status, race, color, religion, national origin or ancestry.

ARTICLE 17
DEFECTIVE WORK

17.1 Rejecting Defective Work. The COUNTY shall have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory,

faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to final acceptance). Such parties shall also have authority to require special inspection or testing of the Work as such parties may individually or severally deem necessary, whether or not the Work is fabricated, installed or completed.

17.2 Correction of Defective Work. Upon presentation of a Defective Work Notice to the CONTRACTOR or CONTRACTOR'S Superintendent, the CONTRACTOR shall meet within twenty-four (24) hours with the COUNTY, and, at the sole option of COUNTY, the COUNTY'S representative, to discuss a work plan and timeline to correct the defective Work. The CONTRACTOR shall have no more than five (5) working days to begin corrective action and repairs in accordance with the agreed upon schedule; provided, however, all repairs to natural gas, telephone, radio, computer security, water, waste water, electric air conditioning services and all emergency services shall be commenced within twelve (12) hours of notification, or by 7:00 a.m. whichever is earlier, and CONTRACTOR shall complete the repairs in an expeditious manner befitting the nature of the deficiency. If the CONTRACTOR refuses to comply with the twenty four (24) hour meeting requirement, or the agreed upon correction schedule, the COUNTY has the right to do any of the following: (1) correct any Work so performed by the CONTRACTOR and deduct the expenses for doing so from the final payment due the CONTRACTOR, or (2) based on a good faith dispute in writing, hold back final payment due CONTRACTOR until such time as the Work is completed to the satisfaction of the COUNTY and in compliance with the Contract Documents. The COUNTY shall have the sole discretion to determine if the Work is satisfactory and in compliance with Contract Documents. The foregoing remedies are not exclusive, and the COUNTY reserves the right to pursue any and all other remedies it deems applicable.

ARTICLE 18
BONDS AND INSURANCE

18.1 Payment and Performance Bonds. The CONTRACTOR shall, upon execution and return of this Agreement to the COUNTY, furnish a Public Payment Bond and a Performance Bond, pursuant to §255.05, Florida Statutes, in at least an amount equal to the Contract Price, for any Contract over $200,000, covering the faithful performance of this Agreement and all CONTRACTOR'S faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. The Bonds shall be recorded at the Martin County Clerk of the Circuit Court's Office at the CONTRACTOR'S expense. The Surety must be included in the most recent United States Department of the Treasury List of Acceptable Sureties, authorized to issue surety bonds in Florida, and which maintains a surety rating of "A-" or better. A complete copy of the fully executed Payment Bond shall be posted in a conspicuous place at the Project site. If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its authorization to do business in the State of Florida is terminated or it ceases to be listed on the United States Department of Treasury List of Acceptable Sureties, or its surety rating ceases to be an "A-" or better, CONTRACTOR shall within five (5) days thereafter substitute another Payment Bond, Performance Bond, and Surety, each of which shall be in accordance with the Contract Documents and acceptable to COUNTY . An action to enforce any claim against a payment bond must be brought within one year from the last furnishing of labor, services, or materials, or as otherwise stated in §95.11 (5)(e). An action to enforce any claim against a performance bond must be brought within five years in accordance with §95.11(2)(b), and applicable case law.

18.2 Insurance

18.2.1 Certificate of Insurance. One (1) certified true copy of the policy/policies must be furnished by CONTRACTOR to COUNTY prior to commencement of any demolition, Site Work, Site preparation or construction Work. The Certificate(s) of Insurance must indicate Martin County Board of County Commissioners as Additional Insureds on all policies except Workers Compensation. The statement "Additional Insureds" is to be listed in the Description Block of the Insurance Certificate along with the Project name. The indication that Martin County Board of County Commissioners is a Certificate Holder is not sufficient for this issue. The Additional Insured endorsement must be attached to the Certificate of Insurance and shall include coverage for Completed Operations (should be ISO CG20101184 or CG20371001 and CG20100704) under the General Liability policy.

18.2.2 General Insurance Requirements. CONTRACTOR and, where designated, each of its subconsultants, Professionals, and subcontractors shall obtain and maintain during the full duration of Work required under this AGREEMENT, and through any period of limitation allowed by law for actions for personal injury, bodily injury, disease, death, property damages and other losses or damages required to be insured hereunder, the following insurance coverages, in the type, amounts, terms and in conformance with the following minimum requirements.

A. All policies and endorsements shall be issued on Insurance Service Office (ISO) forms or on forms providing broader and no less restrictive coverage. Notwithstanding the foregoing, the form and content of all policies and endorsements must be acceptable to the COUNTY All insurance carriers must carry an A.M. Best Rating of A:IX or better and coverage should apply on a Primary and Noncontributory basis. At the discretion of the COUNTY, other coverage types and /or specific endorsements may be required depending upon the type and scope of work to be performed. All insurance must be acceptable by and approved by the COUNTY as to form and types of coverage.

B. The policy(s) shall provide for 30 days prior written notice to the COUNTY, by registered or certified mail, if cancellation or any change that will reduce the coverages required herein.

C. The policy(s) shall be written for the estimated construction Work, commencing with the initial demolition, Site Work or Site preparation and ending at the Final Completion date, and shall contain an endorsement providing for extension of the policy(s) for up to two (2) years. The Products and Completed Operations portions of the General Liability shall extend for a period of ten (10) years after the Final Acceptance of the Project by the COUNTY and shall include an "Additional Insured" endorsement.

D. All liability polices required herein shall be written on an occurrence basis.

E. The policies shall name the COUNTY , its commissioners and staff as additional insureds(including Completed Operations coverage under the General Liability) as their interest may appear under this Agreement.

F. All insurers shall agree to waive all rights of subrogation against the COUNTY and each individual member of the Board of County Commissioners, Constitutional Officers or staff.

G. It is the responsibility of the CONTRACTOR to ensure any independent contractors and subcontractors utilized on the project also comply with these insurance requirements.

18.2.3 Premiums. The CONTRACTOR shall be solely responsible for payment of all premiums for insurance required under this Agreement and shall be solely responsible for the

payment of all deductibles to which such policies are subject.

18.2.4 Specific Insurance Limits are as follows:

A. Workers' Compensation - The CONTRACTOR shall carry Workers' Compensation insurance on behalf of all employees who are required to provide a service under this Agreement, as required by Chapter 440, Florida Statutes and Employers Liability of limits no less than:

$ 500,000	each accident
$ 500,000	disease - policy limit
$ 500,000	each employee

Should the scope of work performed by CONTRACTOR qualify its employees for benefits under Federal Worker's Compensation Statute (i.e. Longshoreman & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

B. Commercial General Liability – with limits of not less than:

$ 1,000,000	each occurrence
$ 1,000,000	personal/advertising injury
$ 2,000,000	products/completed operations (**per project** aggregate)
$ 2,000,000	general aggregate (**per project** aggregate)
$ 100,000	fire damage legal (any 1 fire)
$ 10,000	medical expense (any 1 person)

Coverage to include include bodily injury, property damage liability, personal and advertising injury, products and completed operations, fire damage legal liability and medical expense coverage. Contractual Liability is to be included to cover the hold harmless agreement set forth in the contract. Coverage is to extend to independent contractors and fellow employees. XCU coverage is to be included. Coverage is to include a cross liability or severability of interest provision as provided under the standard ISO form separation of insureds clause. There should be no "damage to your work" exclusion for work performed by subcontractors. Policy is to include coverage for pollution release at project location in which the insured is performing non-environmental operations. There shall be no exclusion for mold, silica or respirable dust or bodily injury or property damage arising out of heat, smoke, fumes or ash from a hostile fire. If the project involves environmental exposures, Environmental Impairment Liability coverage shall be maintained.

C. Automobile Liability - $1,000,000 Combined Single Limit coverage for all owned, hired, leased and non-owned vehicles.

D. Umbrella Liability - to include the Employers Liability, general liability and automobile in underlying policy schedule, with limits of not less than $1,000,000.

E. Hazardous Material - if the Work being performed involves hazardous materials, the need to procure appropriate insurance coverage will be addressed in a contract modification. However, if hazardous materials are identified while carrying out

this Agreement, no further Work is to be performed in the area of the hazardous material until the COUNTY has been consulted as to the need to procure and maintain such coverage.

F. Builders Risk – CONTRACTOR shall purchase and maintain Builder's Risk insurance in an amount equal to 100% of the completed value of the project (without coinsurance) including any amendments thereto. The CONTRACTOR will be solely responsible for payment of policy deductibles.

This insurance shall:

1. include the interests of COUNTY, CONTRACTOR, subcontractors, Design Professional, Design Professional's consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, windstorm/and hail, theft, vandalism and malicious mischief, flood, earthquake, collapse, debris removal, demolition and increased cost of construction,, water damage, backup of sewers and drains and such other perils or causes of loss as may be specifically required;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by COUNTY prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Design Professional;

5. allow for partial utilization of the Work by COUNTY;

6. include coverage for soft costs;

7. extend to foundations, excavations and other underground property;

8. include Pollution cleanup and removal;

9. include testing and startup; and

10. be maintained in effect until final payment is made unless otherwise agreed to in writing by COUNTY, CONTRACTOR, and Design Professional with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued; and

11. The COUNTY and CONTRACTOR waive all rights against each other and any of their subcontractors, agents and employees and the Design Professional,

for damages caused by fire or other causes of loss to the extent covered by Builders Risk obtained pursuant to this Section or other property insurance applicable to Work, except as to proceeds of such insurance held by CONTRACTOR as fiduciary.

18.2.5 Waiver of Subrogation. CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent.

ARTICLE 19
PERFORMANCE GUARANTEE AND WARRANTY

19.1 All materials and equipment incorporated into any Work shall be warranted and guaranteed as new quality, and of the highest grade of quality for their intended use, and all Work shall be performed in good workmanship and shall be in accordance with all plans and specifications and industry standards. The Work shall be functionally sound, technically proficient, developed with structural integrity, shall exhibit high quality architectural principles, and shall be in compliance with all governing laws, regulations, applicable building codes, and applicable Florida Building Code. CONTRACTOR warrants all Work against defects for a period of one (1) year (unless longer guarantees or warranties are provided for elsewhere in the Contract or at law in which case the longer periods of time shall prevail) from the date of Substantial Completion, regardless of whether the Work was performed by CONTRACTOR or any of its subcontractors.

19.2 CONTRACTOR shall repair or replace the defective Work and cure such defect within 5 days of receipt of written notice unless otherwise agreed to by the COUNTY and CONTRACTOR in writing. CONTRACTOR warrants such repaired or replaced Work for a period of one (1) year from the completion of the warranty work or the warranty period specified, whichever is longer. Should CONTRACTOR fail to timely cure such defects, COUNTY may proceed to perform the work at CONTRACTOR'S expense and may invoice CONTRACTOR for all costs associated with the work.

19.3 CONTRACTOR agrees to require that all of its subcontractors, suppliers and materialmen provide warranties in their agreements at least sufficient to satisfy CONTRACTOR’S obligations in this Agreement; and CONTRACTOR shall assign all such warranties to the COUNTY as a condition precedent to the receipt of final payment. CONTRACTOR agrees to defend and indemnify COUNTY against all fees and costs should CONTRACTOR fail to obtain the warranty protections required herein.

19.4 For all equipment that has a manufacturer's warranty, the CONTRACTOR shall assign such warranty to the COUNTY. The manufacturer's warranty period shall be concurrent with the CONTRACTOR'S warranty to the COUNTY. In the event that the equipment manufacturer or supplier is unwilling to provide such a warranty, the CONTRACTOR shall obtain a 2-year equipment warranty commencing at the time of acceptance of the equipment by the COUNTY.

ARTICLE 20
SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

20.1 Documents and Samples at the Site. From and after commencement of the Construction Work, the CONTRACTOR shall maintain at the site one record copy of the Construction Documents, and any and all amendments thereto, in good order and marked to record changes and selections made during the construction. In addition, the CONTRACTOR shall maintain at the site approved shop drawings, product data, samples and similar required submittals. These shall be provided to COUNTY upon completion of the Work.

20.2 Shop Drawings, Product Data and Samples.

20.3 Shop Drawings, Product Data, Samples and similar submittals are required to demonstrate the way the CONTRACTOR proposes to conform the construction to the Contract Documents.

20.4 The CONTRACTOR shall review and take appropriate action upon Shop Drawings, Product Data, Samples and similar submittals. COUNTY may, in its sole discretion, review and review Shop Drawings, Product Data, Samples and similar submittals for compliance with the Contract Documents; if COUNTY requests to review the same, COUNTY will review them within fifteen (15) business days. COUNTY's approval shall not be unreasonably delayed or denied.

20.5 Responsibility. The CONTRACTOR shall not be relieved of responsibility for the deviations from requirements of the Contract Documents by COUNTY'S approval of Shop Drawings, Product Data, Samples or similar submittals unless the CONTRACTOR has specifically informed COUNTY of such deviation at the time of the submittal and COUNTY has given written approval to the specific deviation. The CONTRACTOR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by COUNTY'S approval thereof.

ARTICLE 21
SAFETY

21.1 The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the COUNTY and Users who may be affected thereby. The CONTRACTOR shall set forth in writing its safety precautions and programs in connection with the Work and submit the same to the COUNTY for review. The COUNTY may, but shall not be obligated to, make suggestions and recommendations to the CONTRACTOR with respect thereto.

21.2 All Work, whether performed by the CONTRACTOR, its subcontractor or sub-subcontractors, or anyone directly or indirectly employed by any of them, and all equipment, appliance, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to:

1. all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970 and the Trench Safety Act, as amended and all state, Martin County and, where the Project is located in a municipality, municipal, rules and regulations now or hereinafter in effect;

and

2. all codes, rules, regulations and requirements of the COUNTY and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

21.3 Should the CONTRACTOR fail to provide a safe area for the performance of the Work or any portion thereof, the COUNTY shall have the right, but not the obligation, to suspend Work in the unsafe area. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be borne by the CONTRACTOR.

21.4 The CONTRACTOR shall provide, or cause to be provided, to each worker on the Work site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Work site who fails or refuses to use the same. The COUNTY shall have the right, but not the obligation, to order the CONTRACTOR to send a worker home for the day or to discharge a worker for his or her failure to comply with safe practices, with which order the CONTRACTOR shall promptly comply.

21.5 Emergencies. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the COUNTY, is obligated to act, at its discretion, to prevent threatened damage, injury or loss. If the CONTRACTOR believes that additional Work done by it in an emergency which arose from causes beyond its control entitles it to an increase in the Contract Price or an extension of the Contract Time, it may make a claim therefore as provided in the Contract Documents.

ARTICLE 22
PROTECTION OF WORK AND PROPERTY

22.1 CONTRACTOR shall, throughout the performance of the Contract, maintain adequate and continuous protection of all completed Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the COUNTY and third parties from loss or damage from whatever cause arising out of the performance of the Contract and shall comply with the requirements of the COUNTY and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to the property. COUNTY, its insurance carriers, or representatives may, but shall not be required to, make periodic patrols of the Work site as a part of its normal safety, loss control and security programs. In such event, however, the CONTRACTOR shall not be relieved of its aforesaid responsibilities and the COUNTY shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the CONTRACTOR by this Contract.

22.2 Before the CONTRACTOR disposes of any existing improvements or equipment which are to be removed as a portion of the Work, and for which disposition is not specifically provided for elsewhere in the Contract Documents, CONTRACTOR shall contact the COUNTY and determine if the removal items are to be salvaged. Items to be salvaged by the COUNTY shall be neatly stockpiled or stored in a neat and acceptable manner at the construction site easily accessible to the COUNTY. Equipment and materials which will not be salvaged by the COUNTY shall become the property of the CONTRACTOR to be removed from the site and disposed of in an acceptable manner. To the extent CONTRACTOR intends to temporarily store materials at a site near or adjacent to the Project site prior to ultimate removal or disposal, CONTRACTOR must first obtain written authorization from the COUNTY, as well as the property owner.

22.3 Preservation of Trees. Those trees which are designated on the Drawings for preservation shall be carefully protected from damage. The CONTRACTOR shall erect and maintain such protections such as barricades, guards, and enclosures as is necessary for the protection of the trees during all construction operations. CONTRACTOR shall replace any and all trees damaged during construction activities (other than trees specified to be removed) at no expense to the COUNTY.

22.4 Preservation of Private Property. The CONTRACTOR shall exercise extreme care to avoid unnecessary disturbance of private property as applicable. Trees, shrubbery, gardens, lawn and other landscaping that must be removed shall be replaced and replanted to restore the construction easement to the condition existing prior to construction. All soil preparation procedures and replanting operations shall be under the supervision of a nurseryman experienced in such operations. Any vegetation requiring relocation, temporary or otherwise, which is damaged or destroyed, shall be replaced at no cost to the COUNTY. CONTRACTOR shall replace any and all such vegetation damaged during construction activities (other than vegetation specified to be removed) at no expense to the COUNTY.

22.5 Until final acceptance of the Work by the COUNTY pursuant to this Contract, the CONTRACTOR shall have full and complete charge and care of and, except as otherwise provided in this subparagraph, shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (specifically including COUNTY -furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) from any cause whatsoever.

22.6 Manholes, fire alarms, etc., shall not be obstructed by CONTRACTOR. CONTRACTOR is to make no connections to or operate valves on water mains or otherwise interfere with the operation of the water system, without first giving written approval from the appropriate governmental entity.

ARTICLE 23
UTILITY COORDINATION

23.1 The CONTRACTOR shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, cable television, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith, that are encountered in the Work in order that such items may be properly shored, supported and protected, or the CONTRACTOR shall be solely responsible for coordinating their relocation. The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of its Work, shall permit entrance of such parties on the Work site in order that they may perform their necessary Work, and shall pay all charges and fees made by such parties for this Work. The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to Work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

23.2 At all points where the Work constructed by CONTRACTOR connects to existing utilities and services, the actual Work of making the necessary connection to the existing service or

utility shall be arranged for by CONTRACTOR at no expense to COUNTY (unless specifically indicated otherwise). Services and utilities included within (but not limited to) this responsibility are roads, ditches, electrical, sewer, mechanical utilities, water, fencing, etc. Connections shall be made at a time that will result in the least possible interference with existing services.

23.3 High-Voltage Electric Lines. Contractor must visually survey the area and take the necessary steps to identify all high-voltage electric lines overhead and underground prior to commencing construction to determine whether the construction of any proposed improvements will bring any person, tool, machinery, equipment or object closer to local electric utility's power lines than the OSHA-prescribed limits. If necessary, CONTRACTOR must make arrangements with local electric utility to either deenergize and ground the facilities or relocate them. CONTRACTOR must do this before allowing any construction near power lines. If it is necessary for Contractor or subcontractor to operate or handle cranes, digging apparatus, draglines, mobile equipment, or any other equipment, tools or materials in such a manner that they might come closer to underground or overhead power lines than is permitted by local, state or federal regulations, CONTRACTOR or subcontractor must notify local electric utility in writing of such planned operation prior to the commencement thereof and make all necessary arrangements with the local electric utility in order to carry out the work in a safe manner. Any work in the vicinity of the electric lines should be suspended until these arrangements are finalized and implemented. The CONTRACTOR shall be required to complete a "Notification of FPL Facilities" form prior to the commencement of Work.

ARTICLE 24
HAZARDOUS MATERIALS

CONTRACTOR shall obtain all required Federal, State and local permits and licenses and shall be responsible for the safe and proper handling, transporting, storage and use of any explosive or hazardous materials brought onto or encountered within the site, and at its expense, make good any damage caused by its handling, transporting, storage and use. The CONTRACTOR will notify the COUNTY immediately if explosive or hazardous materials are encountered on the Project site. Transporting explosive or hazardous materials onto the site will require prior written approval from the COUNTY. CONTRACTOR shall maintain and post as necessary Material Hazard Data Sheets for all applicable Hazardous Materials used in the course of its work. In the event that hazardous material is improperly handled or stored by the CONTRACTOR, its subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the site, CONTRACTOR shall immediately notify the COUNTY and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at the CONTRACTOR'S sole cost and expense.

ARTICLE 25
AUDIT

The CONTRACTOR agrees that the COUNTY, or any of its duly authorized representatives shall have access to and the right to examine any and all books, documents, papers, and records of the CONTRACTOR, and may at its option conduct an audit of the CONTRACTOR'S financial books and records concerning this Project. The CONTRACTOR agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination to constitute non-allowable costs under this Agreement. The CONTRACTOR shall promptly refund by check payable to the

COUNTY the amount of such reduction of payments. All required records shall be maintained until the later of an audit is completed and all questions arising therefore are resolved, or six (6) years after completion of the Work and issuance of the final completion certificate.

ARTICLE 26
PUBLIC RECORDS

26.1 The CONTRACTOR shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically Contractor shall:

26.1.1 Keep and maintain public records required by the County to perform the Agreement.

26.1.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

26.1.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the County.

26.1.4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the CONTRACTOR or keep and maintain public records required by the County to perform the Agreement. If the CONTRACTOR transfers all public records to the County upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

26.1.5 All blueprints, schematics and design drawings received by the CONTRACTOR from the COUNTY shall not be re-copied or forwarded to another party unless documented permission has been received by COUNTY. Documents shall be documented as retained, returned, or destroyed by CONTRACTOR accepting said documents. In accordance with the Florida Public Records Act, these documents are exempt from Public Disclosure as described in 119.071, Fla. Stat., general exemptions from inspection or copying of public records.

26.2 **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 419-6959, public_records@martin.fl.us, 2401 SE MONTEREY ROAD, STUART, FL 34996.**

26.3 Failure to comply with the requirements of this Article shall be deemed a default as defined under the terms of this Agreement and constitute grounds for termination.

ARTICLE 27
ASSIGNMENT

27.1 CONTRACTOR shall not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without previous written consent of the COUNTY and SURETIES.

27.2 If for any reason the COUNTY terminates its agreement with the CONTRACTOR, the CONTRACTOR hereby assigns this Agreement to the COUNTY. CONTRACTOR shall include in each of its subcontracts language that requires its Subcontractors to agree to such assignment and to perform their responsibilities and to fully complete the work required by this Contract directly for the COUNTY.

ARTICLE 28
ATTORNEY'S FEES AND COSTS

28.1 In the event the CONTRACTOR defaults in the performance of any of the terms, covenants and conditions of this Agreement, the CONTRACTOR agrees to pay all damages and costs incurred by the COUNTY in the enforcement of this Agreement, including reasonable attorney's fees, expert fees, court costs and all expenses, even if not taxable as court costs, including, but not limited to any costs from any state court or federal court proceedings, whether in a trial court or in an appellate court.

28.2 Except as otherwise provided in this Agreement, the parties expressly agree that each party will bear its own attorney’s fees incurred in connection with this Agreement.

ARTICLE 29
NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing in at least one of the following methods:

(a) Certified United States Mail, postage prepaid, return receipt requested; or

(b) Overnight courier, such as by FedEx or UPS, with a request for receipt acknowledgment; or

(c) Hand-delivery to a person authorized to accept delivery of notice with a request for a receipt acknowledgment; or

(d) Email if and only if agreed to in advance by COUNTY and CONTRACTOR in writing specifying the email addresses, and if so agreed, the email shall a request receipt acknowledgement.

The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR COUNTY:

Purchasing Division
Martin County
2401 SE Monterey Rd.
Stuart, FL 34996

WITH A COPY TO:

County Attorney
Martin County
2401 SE Monterey Rd.
Stuart, FL 34996

FOR CONTRACTOR:

Lawrence Lee Construction Services, Inc.
800 SE Lincoln Ave.
Stuart, FL 34994

CONTRACTOR shall be required to notify the County, in writing, whenever there is a change in the address of CONTRACTOR (to the place) for which notice is to be sent (giving notice), as required in this section. In the event CONTRACTOR fails to maintain a current address on record with the County as required herein, County shall be deemed to have notified CONTRACTOR by using the last known address on record and County shall not have any responsibility or obligation to investigate the validity of the address that CONTRACTOR has provided. As a result, CONTRACTOR agrees to hold County harmless and defend same for any action or occurrence or non-occurrence as a result of CONTRACTOR not receiving notice due to CONTRACTOR's failure to update its address for notification.

All notices sent in accordance with this section shall be deemed to be effective upon receipt or refusal of same unless otherwise expressly provided in this Agreement.

ARTICLE 30
RESOLUTION OF CLAIMS AND DISPUTES; CERTIFIED CLAIMS

30.1 Mediation. As a condition precedent to the filing of any legal proceedings, the parties shall endeavor to resolve claim disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the COUNTY shall select the mediator, who, if selected solely by the COUNTY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediator. If a party fails to comply with this section, including, but not limited to, filing a lawsuit without mediating before filing the lawsuit, the party in violation shall be liable for the reasonable attorneys' fees and costs of the other party in enforcing this provision, and such amounts shall be awarded by the Court.

30.2 Law, Jurisdiction, Venue, Waiver of Jury Trial. This agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive

venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Nineteenth Judicial Circuit in and for Martin County, Florida. If any claim arising from, related to or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HERETO EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO AN ADVISORY JURY. If a party fails to withdraw a request for jury trial or for an advisory jury in a lawsuit arising out of this agreement after written notice by the other party of a violation of this section, the party making the request for jury trial or advisory jury shall be liable for the reasonable attorneys' fees and court costs of the other party in contesting the request for jury trial or advisory jury, and such amounts shall be awarded by the Court in adjudicating the motion.

30.3 Certified claims. If CONTRACTOR submits a claim seeking an increase in the Contract Price or an increase in the Contract Time for substantial or final completion or both, upon the request of the COUNTY in its sole discretion, CONTRACTOR shall, within thirty (30) days, submit to COUNTY a "certified claim," that is, a claim made in writing under oath by a person duly authorized by the CONTRACTOR, and shall contain a statement that:

(i) The claim is made in good faith;

(ii) The claim's supporting data are accurate and complete to the best of the person's knowledge and belief;

(iii) The amount of the claim accurately reflects the amount that the claimant believes is due from the COUNTY; and

(iv) The certifying person is duly authorized by the claimant to certify the claim.

FAILURE TO PROVIDE THE REQUESTED CERTIFICATION WITHIN THE PRESCRIBED PERIOD OF THIRTY (30) DAYS SHALL CONSTITUTE A FORFEITURE OF THE ENTIRE CLAIM.

30.4 False, fraudulent, or inflated claim. If a court finds a certified claim is false, fraudulent, or inflated, whether in whole or in part, CONTRACTOR shall:

(i) Be liable to the COUNTY for an amount equal to three (3) times the amount of the claim that is false, fraudulent, or inflated;

(ii) Immediately, fully, and irrevocably forfeit the entire amount of the claim;

(iii) Be liable to the COUNTY for all costs and fees (including, without limitation, reasonable attorneys' fees, court costs, expert fees, and consulting fees) incurred by the COUNTY to review, defend, and evaluate the claim; and

(iv) Be subject to debarment from COUNTY contracting for a period not to exceed five (5) years.

30.5 Innocent claimant, notice. Notwithstanding the foregoing, CONTRACTOR is an innocent

claimant and not liable for a false, fraudulent, or inflated claim if CONTRACTOR submitted a certified claim to the COUNTY reasonably believing that such claim was free of any material misstatements, or any exaggerated, inflated, or unsubstantiated assertions or damages and had no reasonable basis to doubt the truth, veracity, or accuracy of such claim at the time it was submitted, and within fifteen (15) days of discovering the falsity of the claim, took immediate steps to modify, correct, or withdraw such claim and provided the COUNTY with immediate written notice thereof.

ARTICLE 31
MISCELLANEOUS

31.1 Taxes. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The CONTRACTOR shall not be exempt from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials. The CONTRACTOR shall be responsible for payment of all federal, state, and local taxes and fees applicable to the Work and same shall be included in the Contract Price.

31.2 Pledge of Credit. The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of the Agreement.

31.3 Entirety of Agreement. All prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein are merged into this Agreement. No modification, amendment or alteration of this Agreement may be made unless made in writing pursuant to the terms of this Agreement.

31.4 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, then the remaining provisions survive and are fully binding and enforceable.

31.5 Copies. Multiple copies of this Agreement may be fully executed by all parties, each of which shall be deemed to be an original. Faxed, photostatic, or electronically scanned copies of the fully executed Agreement shall be as effective and authentic as the original for any purpose including but not limited to the enforcement of any provision of this Agreement.

(continued on next page)

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this Agreement as of the last date written below.

REVIEWED BY

Samuel T. Amerson, P.E.
Utilities & Solid Waste Director

BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA

Matthew Graham
Assistant County Administrator

LAWRENCE LEE CONSTRUCTION SERVICES, INC

Geoffrey L. Schmidt
President

LAWRENCE LEE CONSTRUCTION SERVICES, INC CORPORATE SEAL 2017 FLORIDA

APPROVED AS TO FORM & LEGAL SUFFICIENCY

Elysse A. Sider
Acting County Attorney

EXHIBIT A

BASIC SCOPE OF SERVICES

Continuing services agreement to provide general construction services for water and wastewater treatment facilities on an as-needed, work order basis. This contract establishes a list of pre-qualified Contractors to be utilized as project needs arise. There is no guarantee of work under this contract and specific work assignments are unknown at this time.

The selected Contractor(s) shall perform a variety of general construction services which may include, but are not limited to:

- Underground and aboveground pipeline installation (pressurized or gravity systems with varying materials such as concrete, plastic, ductile iron, cast iron, stainless steel, and HDPE; diameters ranging from ½" to several feet).
- Miscellaneous structural work including foundations, concrete slabs, containment walls.
- Interior and exterior building construction or modifications.
- Application of industrial coatings.
- Piping modifications.
- Welding, fabrication, and other metal work.
- Installation or replacement of mechanical components such as pumps, valves, slide gates, blowers, aeration basin diffusers, grinders, bio-filter media, chemical feed systems, and chemical storage tanks.
- Demolition of obsolete water or wastewater process components.

The selected Contractor(s) shall be responsible for the professional quality, technical accuracy, and coordination of all services provided.

In the event of an emergency, the Contractor must be prepared to respond to the County's request within six (6) hours.

Additionally, the Contractor(s) must comply with all applicable local, state, and federal laws.

WORK ORDER PROCESS

When work is required, all awarded Contractors will be contacted and provided a brief description of the needed services. Contractors shall respond within seven (7) business days with:

- Brief description of their approach to the work
- Proposed schedule for completion
- Cost proposal (to include a breakdown of labor, materials, equipment, and any other associated expenses in accordance with the contract fee schedule)

Failure to submit a proposal on three (3) consecutive requests may result in the Contractor being deemed non-responsive and could lead to termination of their contract with the County.

The County will review all responses and award the work order to the Contractor offering the lowest responsive quote that aligns with the County's requirements. Upon acceptance of the quote, the County will issue a Work Order and corresponding Purchase Order. The Contractor shall begin work within fifteen (15) business days of issuance of the Notice to Proceed.

All Contract requirements and performance criteria shall be adhered to for each individual project (work order) including but not limited to Notice to Proceed, Contract Time, Contract Price, Substantial Completion, and Final Completion.

Individual projects (work orders) shall not exceed $300,000.00 per Section 255.20, Florida Statute (as amended).

Liquidated damages shall be determined on a project-by-project basis and identified in the Work Order.

Work Orders **$200,000 or greater** (or otherwise indicated)

Payment & Performance Bonds shall be required for all Work Orders $200,000 or greater (or otherwise indicated) and shall be recorded in the public records of Martin County. A certified copy of completed and recorded bonds must be delivered to and accepted by the County (Attn: Purchasing Division / pur_div@martin.fl.us) prior to commencement of the Work. Bond premiums shall be paid by Contractor. Bonds shall be on the form provided by the County and written through a licensed agency that fulfills the requirements of §287.0935, Fla. Stat.

EXHIBIT B

SAMPLE

RFQ2025-3682
UTILITIES PLANT REPAIR, MAINTENANCE & CONSTRUCTION

WORK ORDER NO._____

Pursuant to that certain Contract ("**Contract**") between Martin County ("**County**") and _____ ("**Contractor**") dated _____, **Contractor** hereby agrees to provide the services specified on Exhibit "A", under the terms and conditions and at a cost of $_____ all as more specifically described in Exhibit "A", attached hereto and incorporated by this reference. The terms of the **Contract** shall be deemed to be incorporated in each individual Work Order as if fully set forth herein.

Substantial Completion Time:	_____ calendar days
Final Completion Time:	**30** calendar days upon issuance of the Punchlist *(Pursuant to Section 218.735, Florida Statutes)*
Liquidated Damages:	**$_____** per day

IN WITNESS WHEREOF, the **County** and the **Contractor** have executed this Work Order effective this _____ day of _____ 20_____.

(CONTRACTOR NAME)	**BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA**
_____	_____
(Name) (Title)	Department Director Name Title

Work orders $200,000 or greater (or otherwise indicated)

Payment & Performance Bonds shall be recorded in the public records of Martin County. **A certified copy of completed and recorded bonds must be delivered to and accepted by the County (Attn: Purchasing Division / pur_div@martin.fl.us) prior to commencement of the Work.** Bond premiums shall be paid by Contractor. Bonds shall be on the form provided by the County and written through a licensed agency that fulfills the requirements of §287.0935, Fla. Stat.

EXHIBIT C

RFQ2025-3682 - Utilities Plant Repair, Maintenance & Construction
Exhibit B - Unit Price & Mark-Ups
Lawrence Lee Construction Services, Inc.

Labor	Amount	
Project Manager	$ 165.00	/hour
Superintendent	$ 140.00	/hour
2-Man Crew	$ 150.00	/hour
3-Man Crew	$ 210.00	/hour
4-Man Crew	$ 270.00	/hour
5-Man Crew	$ 330.00	/hour
Administrator	$ 65.00	/hour

Equipment	Amount	
Backhoe/Loader	$ 1,400	/week
Excavator, Mini	$ 2,500	/week
Excavator (35k)	$ 2,900	/week
Skid Steer	$ 2,200	/week
Wheel Loader (2.0 CY)	$ 1,700	/week
All-Terrain Forklift (10k)	$ 2,700	/week
Truck	$ 1,100	/week

Mark-Up	Amount
Material	15%
Subcontractor	13%

EXHIBIT 2

Lawrence Lee Construction Services Proposal, dated July 8th, 2026

LAWRENCE «LEE
CONSTRUCTION SERVICES

East Coast (HQ): 800 SE Lincoln Ave, Stuart, FL 34994
West Coast: 3201 Marion St, Fort Myers, FL 33916
Email: GS@LawrenceLeeConstruction.com
Cell: 561-578-7715
License: CGC-1525837

To: John Perrin/Joshua Frary
City of Cocoa
A: 351 Shearer Blvd Cocoa, FL 32922
O: (321) 446-4313
E: Jperrin@cocoafl.gov

Date: Wednesday, July 8th, 2026

Re: City of Cocoa
5255 State Road 520, Cocoa Florida, 32926
Booster Station Demolition

John Perrin & Joshua Frary:

Lawrence Lee Construction Services, Inc. (LLCS) proposes to complete the Work described herein for the **Booster Station Demolition** project in the amount of **$235,500.00.** Unless otherwise noted, this proposal is in accordance with *Contract #RFQ2025-3682 Utilities Plant Repair, Maintenance & Construction*.

1. **General Requirements**
   a. Mobilization & Demobilization to the jobsite
   b. Temporary Facilities; office/tool trailer, port-o-lets, etc. *(as required)*
   c. Coordination and Phasing of work with the Owner's Personnel
   d. Project Management & Field Supervision of the work *(OSHA 30-Hr Certified)*
   e. General clean-up of the work area and site restoration *(as required)*

2. **Scope of Work:**
   a. LLCS will provide required permitting, coordination, labor, materials, equipment, supervision, and disposal necessary to complete the Booster Station Demolition Project at 5255 State Road 520, Cocoa, Florida referred in Owner's scope.
   b. LLCS will Install and maintain approximately 500 LF of silt fence between the existing chain-link fence and wooded area prior to demolition activities. Remove silt fence upon satisfactory completion of the Work.
   c. LLCS will demolish and remove the existing booster station building, foundations, canopy, concrete supports, fencing, site debris, and all above-ground infrastructure identified for removal.
   d. LLCS will remove underground piping and infrastructure identified in the Specifications Documents, including water mains, sewer piping, septic system and drainfield, pressure relief pit, and associated appurtenances.
   e. LLCS will protect all active utilities, sample points, meter boxes, hydrants, vegetation, and other infrastructure identified to remain.
   f. LLCS will remove excess fill, backfill voids as required with approved AASHTO A-3 fill, compact disturbed areas, and restore the site to existing grade and applicable FDOT requirements.
   g. LLCS will furnish and install four concrete-filled steel bollards around the existing sample point and provide required permits, disposal, submittals, and photographic documentation in accordance with the Contract Documents.
3. **Schedule**
   a. It has been determined the project will require **150 days** for Substantial Completion and an additional **30** days for Final Completion with a total project timeline of **180 days** from issuance of a Purchase Order.

4. **Clarifications:**

East Coast (HQ): 800 SE Lincoln Ave, Stuart, FL 34994
West Coast: 3201 Marion St, Fort Myers, FL 33916
Email: GS@LawrenceLeeConstruction.com
Cell: 561-578-7715
License: CGC-1525837

a. General Liability, Auto and Worker's Compensation Insurances are included
b. Federal, State and Local Sales Taxes are included
c. A Performance & Payments bond **is** included as we are above the $200,000 threshold.
d. ~~Utilities for construction (potable water & electric) shall be provided by the Owner and with in 25' of the work area~~
e. The pricing provided in this proposal is good for 30 days.
f. Working hours are from 7:00 AM to 5:00 PM. No weekend or overtime work has been included.
g. Warranty will be (12) months from date of start-up.
h. Only one mobilization has been considered.
i. Permanent fencing is not included in this proposal.
j. Pricing includes disposal of demolition debris and materials in accordance with the Owner-provided asbestos and lead survey information contained in Appendix E.
k. Pricing includes the 2-inch wet tap of the existing steel gas service line, if required in accordance with the Owner's specifications and following required coordination with the gas company.

5. Exclusions:
a. Builder's Risk Insurance is to be provided by the Owner, *or available upon request*
b. Utility Fees (Electric, telephone, internet, etc.) **LLCS acknowledges Line 11 in the Cocoa Specifications.**
c. Surveying, Engineering, Material Testing or Bacteriological Clearances
d. Removal or modification of infrastructure specifically identified in Appendix C as Items to Remain.
e. Unforeseen hazardous or contaminated materials not identified in the Owner-provided environmental reports. Any additional hazardous materials encountered during construction will be reported to the Owner and addressed through an agreed-upon change in scope and price.

Should you have any questions regarding this submission, please feel free to contact me at 850-543-7829.

4 rely,

Geoffrey L Schmidt
President
Lawrence Lee Construction Services, Inc.
C: 561-578-7715
E: GS@LawrenceLeeConstruction.com

Cc: Richard Stahl (LLCS)
Steve Flannery (LLCS)
Mark Heath (LLCS)

COST PROPOSAL SUMMARY:

LAWRENCE "LEE
CONSTRUCTION SERVICES

TIMELINE					
Submittal Procurement:	14	Days			
Owner Review Submittals:	14	Days			
Fabrication & Delivery of Materials:	21	Days			
Task Order Timelines:	Substantial:	**150**	Days	Final :	**180** Days

LABOR			
Sub-Total =		$	88,400.00
Mark-Up =	0.0 %	$	-
Total =		**$**	**88,400.00**

EQUIPMENT			
Sub-Total (Non-Taxed) =		$	25,866.00
Sales Tax (Brevard, Jan, 2026) =	7.0 %	$	1,810.62
Sub-total =		**$**	**27,676.62**
Mark-Up =	0.0 %	$	-
Total =		**$**	**27,676.62**

MATERIAL			
Sub-Total (Non-Taxed) =		$	12,430.00
Sales Tax (Brevard, Jan, 2026) =	7.0 %	$	870.10
Sub-total =		**$**	**13,300.10**
Mark-Up =	15.0 %	$	1,995.02
Total =		**$**	**15,295.12**

SUBCONTRACTOR			
Sub-Total =		$	84,219.00
Mark-Up =	13.0 %	$	10,948.47
Total =		**$**	**95,167.47**

BONDS & INSURANCE

#	Description		Quantity	L, E, M & S	Total
1	Additional Insurance	(2.00% of L+E+M+S)	2.00 %	$ 226,539.21	$ 4,530.78
2	Additional Bonding	(1.50% of L+E+M+S)	1.50 %	$ 226,539.21	$ 3,398.09
			Sub-total =		**$ 7,928.87**
			Mark-Up = 13.0 %		$ 1,030.75
			Total =		**$ 8,959.63**

Rounding =	**$**	**1.17**

Grand Total =	**$**	**235,500.00**

COST PROPOSAL SUMMARY:

LABOR						
#	Description	Manhours		Unit Rates (2025)		Total
		ST	ET[1]	ST	ET[1]	
1	Project Superintendent	240.0		$ 140.00	$ 210.00	$ 33,600.00
2	Project Manager	88.0		$ 165.00	$ 247.50	$ 14,520.00
3	2-Man Crew			$ 150.00	$ 225.00	$ -
4	3-Man Crew			$ 210.00	$ 315.00	$ -
5	4-Man Crew	128.0		$ 270.00	$ 405.00	$ 34,560.00
6	5-Man Crew			$ 330.00	$ 495.00	$ -
7	Administrative/Clerical	88.0		$ 65.00	$ 97.50	$ 5,720.00
8				$ -	$ -	$ -
9				$ -	$ -	$ -
10				$ -	$ -	$ -
11				$ -	$ -	$ -
12				$ -	$ -	$ -
13				$ -	$ -	$ -
14				$ -	$ -	$ -
15				$ -	$ -	$ -
	Total Manhours =	**544**	**0**	**Labor Sub-Total =**		**$ 88,400.00**

MATERIALS					
#	Description	Quantity		Unit Rate	Total
1	Lumber	1	LS	$ 750.00	$ 750.00
2	Misc. Metals	4	EA	$ 450.00	$ 1,800.00
3	Steel Pipe/Tap	1	LS	$ 6,880.00	$ 6,880.00
4	Concrete	1	LS	$ 1,000.00	$ 1,000.00
5	Silt Fence	500	FT	$ 4.00	$ 2,000.00
6					$ -
7					$ -
8					$ -
9					$ -
10					$ -
				Material Sub-Total =	**$ 12,430.00**

Notes:

1.) Emergency time is defined as work outside normal business hours of 8:00 AM to 5:00 PM.

2.)

3.)

COST PROPOSAL SUMMARY:

EQUIPMENT

Equipment (2025 Rates)

#	Description	Quantity		Day	Week	Month	Total
1	Mini-Excavator		Week	$ -	$ 2,500.00	$ -	$ -
2	Backhoe/Loader	4.0	Week	$ -	$ 1,400.00	$ -	$ 5,600.00
3	Excavator (35k)		Week	$ -	$ 2,900.00	$ -	$ -
4	Skid Steer		Week	$ -	$ 2,200.00	$ -	$ -
5	Wheel Loader (2 CY)		Week	$ -	$ 1,700.00	$ -	$ -
6	Forklift (10k)		Week	$ -	$ 2,700.00	$ -	$ -
7	Truck (F250)	6.0	Week	$ -	$ 1,100.00	$ -	$ 6,600.00
8	Crane (quote)		Hours	$ -	$ -	$ -	$ -
9							$ -
10							$ -
						Equipment Total =	**$ 12,200.00**

Tools

#	Description		Quantity		Unit Rate		Total
1	Transportation	(Each Way)	2.0	EA	$ 750.00		$ 1,500.00
2	Fuel	(15% of Equip. Cost)	15.0	%	$ 12,200.00		$ 1,830.00
3	Small Tools	(10% of Labor Cost)	10.0	%	$ 88,400.00		$ 8,840.00
4	Consumables	($2.75/Labor Hour)	$ 2.75	/MH	544.0	MHs	$ 1,496.00
					Tools & Surcharge Total =		**$ 13,666.00**
					Total Equipment Sub-Total =		**$ 25,866.00**

SUBCONTRACTS

#	Description	Units		Unit Rate	Total Total
1	PAW Demolition - BPS Demolition	1	LS	$ 40,129.00	$ 40,129.00
2	PAW Demolition - Asbestos Abatement	1	LS	$ 24,032.00	$ 24,032.00
3	PAW Demolition - Equipment Removal	1	LS	$ 11,032.00	$ 11,032.00
4	PAW Demolition -Chain Fence Removal	1	LS	$ 3,226.00	$ 3,226.00
5	Seeding	1	LS	$ 5,800.00	$ 5,800.00
6					$ -
7					$ -
				Subcontractor Sub-Total =	**$ 84,219.00**

Notes:

1.)

2.)

PAW Materials, Inc, d/b/a PAW Demolition
Commercial – Industrial – Residential
Licensed – Bonded - Insured
CGC#1 526440

7/8/2026

Quote: 26-022 Revised

Project: Cocoa BPS - Decommissioning & Demo

To:
Mark Heath
Lawrence Lee Construction Services, Inc.
803-602-2671
MH@lawrenceleeconstruction.com

Under the terms and conditions of this Proposal PAW Demolition will provide all labor, material and supervision necessary to complete the demolition and removal work described herein:

Drawings: Booster Pump Station Original Plans dated 11/26/63 and March 1963

Scope of Work: Structure Demolition
Perform demolition according to plan specifications listed above.

Inclusions:

- Filing of NESHAPS notification with FDEP
- Demolition Permit
- Demolition of booster pump station building including slab and foundations
- Demolition of chlorine storage shed including slab and foundations (if chlorine cylinders are present disposal by others)
- Demolition of hydropneumatics concrete tank pedestals
- Demolition of concrete pressure relief pit
- Hauling and proper disposal of material generated from demolition activity
- Rough grading of areas disturbed by demolition
- Price based on one mobilization

Quoted Price: $40,129.00

Add Alternate: Removal of and disposal of chain link fence

Quoted Price: $3,226.00

1. Abatement of asbestos containing materials as identified in Greenfield Environmental Asbestos survey dated 5/6/2026

Quoted Price: 24,032.00

2. Removal and disposal of underground piping, septic tank and drain field Inside fenced area as identified in Appendix A of City of Cocoa Booster Station project specifications dated 6/4/2026
   Price to include Florida Health Department septic tank abandonment permit

Quoted Price: 11,032.00

Exclusions:

- Lead abatement
- TTC & Erosion control

- Utility disconnects or relocation
- Caping of piping to remain
- Removal of underground piping outside of fenced area
- Exposing 30” piping outside of fenced area
- Import and/or export of fill material
- Seeding or Sod
- Salvage to owner
- Hazardous material handling or disposal

Special Notes:

- If a P & P Bond is required add 3% to total bid amount
- Additional mobilization if required shall be $7,500 each
- All contracts should be made out to PAW Materials, Inc. d/b/a PAW Demolition

Payment:

Payment for all work completed shall be made to PAW Materials, Inc NET 30 upon the completion of work and owners’ acceptance without exception or retention whether Customer has received payment from any other source. Alternative terms may be negotiated prior to commencement.

Salvage Rights:

PAW Materials, Inc. Reserves all rights to all content on the property unless specified that the items in question are to be turned over to the owner, reused, saved and or listed in the specifications/contract or during bid time in writing to be removed by others.

Acceptance:

This proposal shall remain an offer for acceptance by Customer for a period of thirty days at which time escalation costs may be required or PAW Materials, Inc., at its discretion, may terminate thereafter.

Sincerely,

John J Warych

Estimator
PAW Demolition
(727) 534-8505
johnw@pawdemo.com

Accepted By: _____Title_____Date: _____

Authorized Signer for Owner / Contractor

6640 S.R. 52
Bayonet Point FL. 34667

C: (727) 534-8505
O: (727) 862-5956

johnw@pawdemo.com
www.pawdemo.com

EXHIBIT A

Performance and Payment Bond

In compliance with the Florida Statutes Chapter 255.05 (1) (a)

BOND NO.:	593-34-24
Contractor Name:	Lawrence Lee Construction Services, Inc.
Contractor Address:	800 SE Lincoln Avenue Stuart, FL 34994
Contractor Phone No.:	(561) 578-1912
Surety Company:	Great American Insurance Company 301 East 4th Street Cincinnati, OH 45202 (513) 369-5000
Surety Agent:	Jorge L. Bracamonte
Owner Name:	City of Cocoa
Owner Address:	65 Stone St.
	Cocoa, Florida 32922
Owner Phone No.	(321)433-8833
Owner Fax No.	(321)433-8860
Owner Email:	Purchasing@cocoafl.org
Contract Date:	
Contract Amount:	$ 235,500.00 Two Hundred Thirty-Five Thousand Five Hundred Dollars and 00/100
Bond Amount:	$ 235,500.00 Two Hundred Thirty-Five Thousand Five Hundred Dollars and 00/100
Contract No. (if applicable):	PGB RFQ2025-3682
Description of Work:	Underground and above ground pipeline installation, demolition of obsolete water or wastewater process components.
Project Address:	5255 State Road 520, Cocoa, Florida
Legal Description:	Underground and above ground pipeline installation, demolition of obsolete water or wastewater process components.
Bid Number:	

BY THIS BOND, we Lawrence Lee Construction Services, Inc. as Principal and Great American insurance Company a Corporation as Surety, are bound to City of Cocoa, herein called Owner, in the sum of $ 235,500.00 Two Hundred Thirty-Five Thousand Five Hundred Dollars and 00/100, for payment of which we bind ourselves, our heirs, Personal representatives, successors, and assigns, jointly and severally. THE CONDITION OF THIS BOND is that if Principal:

a. Performs the contract dated _____, _____, between Principal and Owner for construction of WQ-001 Booster Station Demolition as specified for the 5255 State Road 520, Cocoa, Florida location, the contract being made a part of this bond by reference, at the times and in the manner prescribed in this contract; and
b. Promptly makes payments to all claimants, as defined in section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution if the work provided for the contract; and
c. Pays Owner all losses, damages, including delay damages, expenses, and costs that Owner sustains because of a default by Principal under the contract; and
d. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract and by law, then this bond is to be void; otherwise it remains in full force and effect.
e. In any action against this performance bond, the Owner is entitled to attorney's fees under section 627.756, Florida Statutes, and Danis Industries Corp, v. Ground Improvement Techniques, 645 So.2d 420 (Fla. 1994) and McCarthy Bros. Co. v. Tilbury Construction, Inc., 849 So.2d 7 (Fla. 1st DCA 2003), including appellate attorney's fees.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, the said Principal and Surety have assigned and sealed this instrument this 2-7 day of July 2026.

CONTRACTOR AS PRINCIPAL

Company:

Lawrence Lee Construction Services, Inc.

(Corporate Seal)

Signature DocuSigned by: Geoffrey L. Schmidt

Title Geoffrey L Schmidt,President

SURETY

Company:

Great American Insurance Company

(Corporate Seal)

Signature

Title Jorge L Bracamonte Attorney-In-Fact & Florida Licensed Resident Agent

Inquiries: (321) 800-6594

JCA Surety Group, LLC
123 Zelma Street, Suite A
Orlando, FL 32803
Tel (321) 800-6594 Fax (407) 264-8321
www.jcasurety.com

JCA
THEY BUILD IT, WE BOND IT

July 24, 2026

City of Cocoa
65 Stone St.
Cocoa, Florida 32922

RE: Authority to Date Performance and Payment Bonds and Powers of Attorney
Principal: Lawrence Lee Construction Services, Inc.
Bond No: 593-34-24
Project: WO-001 Booster Station Demolition

To Whom It May Concern:

Please take this letter as authorization from the surety company to date the above referenced bonds and powers of attorney the same date as the contract.

Please forward us a scanned copy once the bonds are dated.

Sincerely,

Great American Insurance Company

Jorge Bracamonte, Attorney-In-Fact &
Florida Licensed Resident Agent

Send copy of bonds to: Bonds@jcasurety.com

RESOLUTION NO. 2026-055

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECT REGARDING THE BOOSTER STATION DEMOLITION PROJECT, PROJECT NO. WS26BS, IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE 10 PERCENT CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on August 11, 2026, the City Council authorized the City Manager to proceed with the Booster Station Demolition Project, Project No. WS26BS, subject to certain terms and conditions and budget adjustments approved by the City Council; and

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

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

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

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional service contracts related to the construction project regarding the Booster Station Demolition Project, Project No. WS26BS, provided the total amount of approved change orders and any additional service contracts do not cause the construction budget to exceed the total $259,050 budgeted by the City Council for the project inclusive of the 10 percent contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on August 11, 2026.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, CMC, City Clerk

City of Cocoa Budget Adjustment Form FY2026- 081-T-UT

Select Adjustment Type: Budget Transfer | Requesting Department #: Utilities/4055 | Date Prepared: 7/9/26

From Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
($ 259,050)	421-4010-536.39-00	WATER SEWER / CONTINGENCY		($ 259,050)	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
($ 259,050) Total					

To Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
$ 259,050	421-4055-536.34-00	WATER SEWER / CONTRACT SERVICES		$ 259,050	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
$ 259,050 Total					

Reason/Justification for Adjustment:

To fund Lawrence Lee Construction Services, LLC under a Piggyback Construction Rider Agreement to perform demolition construction services of the Booster Station on State Road 520. Recent activity at the demolition site has expedited the need for this project in order to minimize liability and increase safety; therefore, the need for this project was not known at the time of the approval of the FY 2026 budget. Council Date 8/11/26 Agenda ID 26-650

City Council Approval Needed? Yes: (●) No: ( ) **Date Approved:** **Resolution #:** 2026-055

*~*City Council Approval needed for transfers greater than $75,000 or transfers between departments/funds. All CRA adjustments must go to their respective boards.*

John Perrin — Digitally signed by John Perrin, DN: cn=John Perrin, ou=Utilities, email=jperrin@cocoafl.gov, Date: 2026.07.28 13:33:31 -04'00'
Requestor's Signature

Zoie Badalov — Digitally signed by Zoie Badalov, DN: cn=Zoie Badalov, ou=CH, email=zbadalov@cocoafl.gov, Date: 2026.07.29 09:19:31 -04'00'
Finance Approval Signature

Finance Director's Signature

John "Jack" Walsh — Digitally signed by John "Jack" Walsh, DN: cn=John "Jack" Walsh, ou=Utilities, email=jwalsh@cocoafl.gov, Date: 2026.07.28 19:09:10 -04'00'
Department Director's Signature

Christi Grant — Digitally signed by Christi Grant, DN: cn=Christi Grant, ou=CH, Date: 2026.07.31 16:15:52 -04'00'
Deputy Finance Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: | Entered By: | Group #:

REQUEST FOR QUALIFICATIONS (RFQ) 2025-3682

Martin County Board of County Commissioners
Attn: Purchasing Division
2401 SE Monterey Road
Stuart, FL 34996
pur_div@martin.fl.us
www.martin.fl.us

The Board of County Commissioners, Martin County, Florida, will receive sealed bids for:

UTILITIES PLANT REPAIR, MAINTENANCE & CONSTRUCTION

Martin County is soliciting Statements of Qualifications (SOQs) from qualified and licensed Contractors to provide general construction services for water and wastewater treatment facilities on an as-needed, work order basis. This solicitation is intended to establish a list of qualified Contractors to be utilized as project needs arise. There is no guarantee of work under this contract.

Sealed bids will be received by the Information Desk on the 1st Floor at the address above or via DemandStar until **2:30 PM** local time, on **Wednesday, June 18, 2025.**

The complete bid document may be downloaded from www.demandstar.com (online bidding site).

Martin County is an equal opportunity/affirmative action employer.

By order of the Board of County Commissioners of Martin County, Florida.

Publish:	The Stuart News	May 22, 2025
	DemandStar	May 22, 2025

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at www.martin.fl.us/accessibility-feedback

SCOPE OF SERVICES

Martin County is soliciting Statements of Qualifications (SOQs) from qualified and licensed Contractors to provide general construction services for water and wastewater treatment facilities on an as-needed, work order basis. This solicitation is intended to establish a list of pre-qualified Contractors to be utilized as project needs arise. There is no guarantee of work under this contract and specific work assignments are unknown at this time.

The selected Contractor(s) shall perform a variety of general construction services which may include, but are not limited to:

- Underground and aboveground pipeline installation (pressurized or gravity systems with varying materials such as concrete, plastic, ductile iron, cast iron, stainless steel, and HDPE; diameters ranging from ½" to several feet).
- Miscellaneous structural work including foundations, concrete slabs, containment walls.
- Interior and exterior building construction or modifications.
- Application of industrial coatings.
- Piping modifications.
- Welding, fabrication, and other metal work.
- Installation or replacement of mechanical components such as pumps, valves, slide gates, blowers, aeration basin diffusers, grinders, bio-filter media, chemical feed systems, and chemical storage tanks.
- Demolition of obsolete water or wastewater process components.

The County reserves the right to award the Contract to one or more bidders or not make any award(s) under this solicitation.

The selected Contractor(s) shall be responsible for the professional quality, technical accuracy, and coordination of all services provided.

In the event of an emergency, the Contractor must be prepared to respond to the County's request within six (6) hours.

Additionally, the Contractor(s) must comply with all applicable local, state, and federal laws.

Upon award of the contract, the Contractor shall provide a comprehensive fee schedule detailing all applicable costs. This schedule must include fully burdened labor rates, equipment charges, material mark-ups, subcontractor mark-ups, and any other relevant fees. The approved fee schedule will be incorporated into the final executed contract.

WORK ORDER PROCESS

When work is required, all awarded Contractors will be contacted and provided a brief description of the needed services. Contractors shall respond within seven (7) business days with:

- Brief description of their approach to the work
- Proposed schedule for completion
- Cost proposal (to include a breakdown of labor, materials, equipment, and any other associated expenses in accordance with the contract fee schedule)

Failure to submit a proposal on three (3) consecutive requests may result in the Contractor being deemed non-responsive and could lead to termination of their contract with the County.

The County will review all responses and award the work order to the Contractor offering the lowest responsive quote that aligns with the County's requirements. Upon acceptance of the quote, the County will issue a Work Order and corresponding Purchase Order. The Contractor shall begin work within fifteen (15) business days of issuance of the Notice to Proceed.

All Contract requirements and performance criteria shall be adhered to for each individual project (work order) including but not limited to Notice to Proceed, Contract Time, Contract Price, Substantial Completion, and Final Completion.

Individual projects (work orders) shall not exceed $300,000.00 per Section 255.20, Florida Statute (as amended).

Liquidated damages shall be determined on a project-by-project basis and identified in the Work Order.

Work Orders **$200,000 or greater** (or otherwise indicated)

Payment & Performance Bonds shall be required for all Work Orders $200,000 or greater (or otherwise indicated) and shall be recorded in the public records of Martin County. A certified copy of completed and recorded bonds must be delivered to and accepted by the County (Attn: Purchasing Division / pur_div@martin.fl.us) prior to commencement of the Work. Bond premiums shall be paid by Contractor. Bonds shall be on the form provided by the County and written through a licensed agency that fulfills the requirements of §287.0935, Fla. Stat.

CONTRACT

The maximum total value of this contract shall not exceed $5,000,000.00 over the life of the contract (to all awarded vendors combined).

The Term of the Contract shall be for a period of three (3) years provided both parties are in agreement and there are no changes to the terms and conditions. The County shall reserve the right to terminate the Contract in accordance with the provisions under the Terms & Conditions herein. The contract may be renewed for two (2) additional 1-year terms, at the County's sole discretion, for a total maximum term of five (5) years. The awardee agrees to this condition by signing their bid.

By submitting a response to this solicitation, bidders acknowledge and agree to the terms and conditions outlined in the sample agreement included with the solicitation. Any submittal that includes revisions, exceptions, or modifications to the terms and conditions may be deemed non-responsive and subject to rejection at the County's sole discretion.

By submitting a response to this solicitation, the bidder agrees to meet the minimum insurance requirements outlined in the sample agreement included with the solicitation. All costs associated with insurance premiums should be incorporated into the fee schedule. Requests for contract price adjustments related to insurance costs after the award will not be considered.

SCHEDULE OF EVENTS

The County currently plans to use the following tentative schedule during this RFQ process.

The County reserves its right to change and/or delay the scheduled dates and times shown below:

EVENT	DATE / TIME
Release of Request for Qualifications (RFQ)	May 22, 2025
Deadline for Questions/Inquiries (emailed to: pur_div@martin.fl.us)	No later than 5:00 PM on Monday the week prior to the qualification due date.
Statement of Qualifications (SOQ) Due Date and Time (Deadline)	**June 18, 2025** at **2:30 PM**
Selection Committee Meeting (Evaluation of Submittals) / Recommendation of Award	July 1, 2025
Anticipated Contract Award	TBD

CRITERIA FOR SELECTION OF FIRMS

A Selection Committee will independently review and evaluate all responsive submittals.

The Committee will reach a consensus on which firms are best qualified and will recommend those firms for inclusion in the prequalified pool and for potential contract award.

Evaluations will be based on the criterion listed below:

CRITERIA	POINT VALUE
Professional Qualifications of Firm	0 – 45
Professional Qualifications of Individual Staff to be Assigned to County	0 – 10
Past Relevant Project Performance	0 – 20
Location of Primary Firm (Martin County = 10, Adjacent County = 8, In Florida = 3, Outside Florida = 0)	0 – 10
Certified MBE/DBE/SBE/FVB **primary firm only** (Yes=2, No=0)	0 or 2
Recent, current & projected workloads	0 – 5
Willingness, ability, past performance record to meet time & budget requirements	0 – 5
Volume of work previously awarded by County for similar projects in the past 3 years (if any) with the object of effecting an equitable distribution of contracts among qualified firms provided such distribution does not violate the principle of selection of the most highly qualified firms (this item does not require a statement or submittal by the firm)	0 or 3
TOTAL POINTS	**0 – 100**

INTERVIEWS (OPTIONAL):

At the County's sole discretion, interviews or presentations may be conducted with top-ranked firms to further assess qualifications and clarify submitted information.

SUBMITTAL CONTENT & FORMAT

GOING GREENER!! One original of the following documents must be returned with bid.

Do not return any other pages or documents unless specifically requested in the RFB.

If e-bidding, upload documents as one complete (.pdf) document rather than separately (no paper copy necessary).

IMPORTANT: FAILURE TO PROVIDE THE FORMS / DOCUMENTATION LISTED BELOW MAY DEEM A SUBMITTAL "NON-RESPONSIVE" AND BE INELIGIBLE FOR CONTRACT AWARD.

FORM OF SUBMITTAL

1. Submittal to be provided in the order below:

   a. **COVER LETTER/ STATEMENT OF INTEREST** *(2-page limit)*

   Include a signed letter expressing your firm's interest in the project. This letter must:

   - Be signed by an authorized corporate officer, principal, or partner
   - Include the physical address of the primary firm
   - Provide the e-mail address of the primary contact to be notified of award
   - Include a copy of current Business Tax Receipt for the Primary Firm

   b. **PROFESSIONAL QUALIFICATIONS OF FIRM** (*3 page limit*)

   Provide an overview of the firm's qualifications to perform general construction services for water and wastewater treatment facilities. Include the firm's history, organizational structure, and the location of the office that will oversee this contract. Confirm that the firm holds all required State of Florida licenses and relevant industry certifications.

   The Prime Contractor is required to hold an active Florida Certified General Contractor or Florida Certified Building Contractor license. A copy of the applicable license(s) must be submitted with the bid. *This documentation will not count toward the page limit for this section.*

   Summarize the firm's core capabilities as they relate to the scope of work, and describe its ability to manage multiple, on-call projects with the necessary resources and responsiveness. Only firms with a minimum of five (5) years of experience performing comparable services will be considered.

   c. **PROFESSIONAL QUALIFICATIONS OF INDIVIDUAL STAFF TO BE ASSIGNED TO COUNTY** *(1-page limit)*

   Provide a summary of the qualifications of key personnel who will be assigned to the County. Identify each individual's name, title, role, and relevant experience related to construction services for water and wastewater treatment facilities. Include information on applicable licenses, certifications, and specialized training. Key personnel should be those who will directly manage or perform work under this

contract and be available to respond to task orders. 1-page resumes for each individual shall be included in the submittal.

If subcontractors are proposed, identify the firms and provide the same information for key subcontractor personnel who will perform critical roles on the contract.

d. **RELEVANT PROJECT EXPERIENCE** (3-page limit)

Provide a summary of the firm's past relevant project experience demonstrating the mandatory minimum qualification of being an established provider of general construction services in the water and wastewater treatment industry. The firm must show documented experience as the Prime Contractor for the construction, upgrade, or rehabilitation of municipal water and/or wastewater treatment facilities with a minimum capacity of 2 million gallons per day (MGD).

For each project or contract submitted as relevant experience, provide the following information:

- Scope of work performed
- Total project or contract cost
- Project or contract start and end dates
- Client/Owner name
- Title (if applicable)
- Organization
- Email address
- Phone number

e. **CERTIFIED MINORITY BUSINESS ENTERPRISE (MBE/DBE/SBE) OR FLORIDA VETERAN BUSINESS STATUS (Provide Certification, If Applicable)**

PRIMARY FIRM ONLY – If applicable, provide a current certificate showing certification as a Minority Business Enterprise (MBE), Disadvantaged Business Enterprise (DBE), Small Business Enterprise (SBE), or Florida Veteran Business, as defined under Section 288.703 or Section 295.187, Florida Statutes.

Attach a copy of the certification.

f. **CURRENT & PROJECTED WORKLOAD** *(1-page limit)*

Describe your firm's current workload and availability to dedicate the necessary resources to Martin County's project/contract. Include discussion of any ongoing or upcoming projects that may impact your ability to meet the timelines and service demands described in the scope of services. Confirm the firm's ability to meet service level agreements (SLAs) and respond to onsite service requests when needed.

g. **WILLINGNESS, ABILITY, PAST PERFORMANCE RECORD TO MEET TIME & BUDGET REQUIREMENTS** *(1-page limit)*

Provide a summary of the firm's willingness and ability to meet project schedule and budget requirements. Describe the firm's approach to managing timelines and controlling costs, including internal procedures used to monitor progress and ensure adherence to project goals.

h. **FORMS & DOCUMENTATION**

The following forms are available on DemandStar, except those indicated with an asterisk (*). All required forms must be properly completed, signed, and notarized where applicable. Incomplete or missing documentation may result in disqualification.

- Affidavit Regarding the Use of Coercion for Labor & Services
- Bidder Acknowledgement Form
- Bidder's Qualification Statement
- Conflict Affidavit
- Drug Free Workplace Certification
- Equal Opportunity Statement
- E-Verify
- Non-Collusion Certification
- Public Entity Crimes Statement
- Vendor Certification Regarding Discriminatory Vendor List
- Vendor Certification Regarding Scrutinized Companies Lists
- W-9 Form (**2024** Form Version)*
- Signed Addenda (if any)

IMPORTANT: FAILURE TO PROVIDE THE FORMS / DOCUMENTATION LISTED ABOVE MAY DEEM A SUBMITTAL "NON-RESPONSIVE" AND BE INELIGIBLE FOR CONTRACT AWARD.

INSTRUCTIONS TO BIDDERS

Bidders are encouraged to read the following instructions carefully. Deviations, changes, modifications or failures to complete the bid can, and in some instances shall, invalidate the bid.

1. **PROHIBITED COMMUNICATIONS ("CONE OF SILENCE")**
   The Cone of Silence prohibits any communication regarding a RFB, RFP, RFQ or other competitive solicitation between any bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, AND any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their subconsultants, or to provide a recommendation to award a particular contract, other than Purchasing Division staff (pur_div@martin.fl.us). The Cone of Silence shall be in effect from the time of advertisement until contract award. **Such communication shall result in disqualification.**

2. **EXAMINATION BY BIDDERS**
   The Bidder is required to carefully examine the site(s) of the work, specifications, drawings, schedules, special instructions and these general requirements prior to submitting a bid and it will be assumed that the Bidder has investigated and is fully informed of the conditions and obstructions to be encountered, of the character, quality and quantities of work to be performed and materials to be furnished and of the requirements of the plans and other contract documents. The Bidder must inform himself fully of the conditions under which the work is to be performed in relation to both construction and labor conditions; failure to do so will not relieve a successful Bidder of his obligations to furnish all materials, equipment and labor necessary to carry out the provisions of the contract documents and to complete the work for the consideration set forth in their bid.

3. **CONFLICTS, ERRORS, AMBIGUITIES OR DISCREPANCIES**
   Bidders shall promptly notify the Purchasing Division (pur_div@martin.fl.us) of all conflicts, errors, ambiguities or discrepancies discovered in the solicitation documents. The County will not be responsible for incorrect assessments by the Bidder.

4. **INQUIRIES/ADDENDA**
   Verbal interpretations of the meaning of the Drawings, Specifications, Sample Contract or other Contract Documents will not be valid. **Every request for interpretation shall be in writing and e-mailed to Purchasing at pur_div@martin.fl.us no later than 5:00 PM on Monday the week prior to the bid due date.** The County will respond to all such requests for interpretation and any supplemental instructions in the form of written addenda and shall publish such addenda on the online bidding site (DemandStar) no later than five (5) calendar days prior to the bid opening date fixed for the opening of bids. Bidders must acknowledge receipt of the addenda in their bid. Failure of any bidder to receive, or to acknowledge receipt of any such addenda shall not relieve such bidder from any obligation under its bid as submitted, provided, however, that failure to so acknowledge receipt of any such addenda may render a bid non-responsive and result in its rejection. Bidders are advised to contact the County prior to submitting bids to satisfy themselves as to the existence and number of all such addenda. All addenda so issued shall become part of the Contract Documents.

5. **BUSINESS REGISTRATION**
Bidders seeking to do business with Martin County (that fall under the categories listed below) shall, before award of contract, be registered, or shall have applied for registration, with the Florida Department of State, Division of Corporations in accordance with the provisions of Chapter 607 and/or 620, Florida Statutes (https://dos.myflorida.com/sunbiz/):

- Corporations [foreign or domestic]
- Limited Liability Companies (LLC)
- Non-profits
- Partnerships

Doing Business As [DBA] - If the Bidder's name stands apart from the owner's or partners' personal legal name, or the officially registered name of an LLC or corporation, the Bidder, before award of contract, shall be registered as a fictitious name with the Florida Division of Corporations in accordance with the provisions of Chapter 865, Florida Statutes.

The above requirements are also applicable to all subcontractors proposed in the bid submittal.

6. **LICENSING REQUIREMENTS**
Bidders shall, at the time of submitting a bid in response to this solicitation, be licensed by the appropriate federal, state and local regulatory agencies as it relates to Bidders' profession or business. Bidder shall provide proof of certification and/or registration as a Contractor by the State of Florida applicable to the work required in the solicitation.

The above requirements are also applicable to all subcontractors proposed in the bid submittal.

7. **BIDDERS DISCLOSURE**
In each bid by an individual or firm, there shall be stated the name and address of every person having an interest in the bid; and in case of a corporation the names and addresses of its officers. Bids shall be signed by the person or member of the firm making the same, and in the case of a corporation, by some authorized officer or agent subscribing the name of the corporation and his own name.

8. **SUBMISSION OF BIDS:**

Bids may be submitted via e-bid (DemandStar), hand delivery, or mail.

E-Bidding (via DemandStar) www.demandstar.com

Upload one (1) electronic copy **(single file)** in **PDF format** to DemandStar.
E-bidding through the online bidding site shall be accepted in lieu of a sealed paper bid as outlined below. However, the bidder shall be responsible for ensuring that the required bid documents are properly uploaded and accepted by the online bidding site. The County shall not be responsible for nor accept bids not properly uploaded by the bid due date and time.

Hand Delivery or Mail:

One (1) copy of the Bid must be submitted in a sealed envelope, plainly marked on the

outside with the Bidder's name, RFB number and bid due date. Bids shall be delivered to the address detailed on the cover page of this solicitation. If forwarded by regular mail or express mail, the sealed envelope containing the bid and marked as directed above, shall be enclosed in another envelope addressed to the U.S. Mail address indicated on the cover page. If forwarded by overnight courier services (other than United States Postal Service Express Mail), the sealed envelope containing the bid and marked as directed above, shall be enclosed in another envelope addressed to the street address indicated on the cover page. Bids may be hand-delivered. Bids by fax or e-mail will **NOT** be accepted. The County cautions bidders to assure actual delivery of mailed or hand-delivered bids directly to the Martin County Administrative Center (Attn: Purchasing Division), 1st Floor, Information Desk, 2401 S. E. Monterey Road, Stuart, Florida. Confirmation of timely receipt of the bid may be made by e-mailing pur_div@martin.fl.us before bid opening time. Bids received after the established deadline shall **not** be considered.

9. **JOINT VENTURE**
   If the bid involves a joint venture, a copy of the joint venture agreement shall be included with the bid along with the attached "Statement of Business Organization".

10. **PUBLIC BID OPENING**
    Sealed bids will be received at the Martin County Administrative Center, Attn: Purchasing Division, 2401 SE Monterey Road, Stuart, Florida 34996, at the time set forth in the solicitation. Bids received after the designated time and date will not be considered. Bids will be publicly opened and read in the Commission Chambers (unless otherwise stated herein).

11. **ACCEPTANCE OR REJECTION OF BIDS**
    The County reserves the right to reject any and all bids when (i) such rejection is in the interest of the County; (ii) such bid is void per se; or (iii) the bid contains any irregularities, provided, however, that the County reserves the right to waive any minor irregularities and to accept the lowest responsible and responsive bid determined by the County. Bids may be considered irregular if there are omissions, unauthorized alterations of any forms, additions not called for, conditional or unauthorized alternate bids, or other irregularities of any kind. The County reserves the right to request a written confirmation of the bid and the responsibility of the bidder prior to the awarding of the Contract. Failure of the bidder to confirm the bid within seven (7) working days from the date of the County's request may render the bid non-responsive and will entitle the County to award to the next lowest bidder and may require forfeiture of the bid bond.

12. **REFERENCES**
    References may be contacted by the County to validate information provided by the Bidder and to determine the client's overall satisfaction with the services provided. Bidder is responsible for notifying their references that the County may contact them. If references cannot be reached, the bid may be deemed non-responsive and rejected. If references obtained by the County are not favorable, the County may reject the bid.

13. **PUBLIC RECORD**
    Bids become a "public record" and shall be subject to disclosure consistent with Chapter 119, Florida Statutes, thirty (30) calendar days after the bid opening or upon bid award in accordance with Chapter 119, Fla. Stat. Marking a proposal "confidential" or "proprietary" does not exclude all or any part of the proposal from disclosure under public records requirements. To claim the proposal or a portion thereof as exempt or confidential and

exempt from disclosure, you must state the basis of the exemption, including the statutory citation to an exemption created or afforded by Florida Statutes; state in writing and with particularity the reasons for the conclusion that the proposal is exempt or confidential and exempt; and if only a portion of the proposal is claimed to be exempt or confidential and exempt, provide a redacted version of the proposal showing those portions claimed to be exempt or confidential and exempt. Proposals submitted with claimed exemptions shall be reviewed and release of these records shall be at the County's discretion. Failure to notify the County of claimed exemptions constitutes a waiver and the submittal will be released as requested.

14. **WITHDRAWAL OF BIDS**
Prior to the bid opening, a bid may be withdrawn provided that the bidder submits a written request that is signed by an authorized representative of the firm that submitted the bid. However, modifications will not be accepted or acknowledged.

15. **NOTICE OF INTENDED AWARD**
A bid tabulation will be posted as soon after the bid opening as possible on the County's website at www.martin.fl.us. Notice of Award will be posted on the online bidding site (DemandStar).

16. **RESPONSIBLE BIDDER (VENDOR)**
Florida Statute 287.012(25) states that a "Responsible vendor" means a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. The County shall review factors, including but not limited to, past project performance, references and length of time in business and shall make the determination of responsibility in its sole discretion. A Contractor Performance Evaluation will be completed at the end of each project. An overall rating of "poor" will result in the Contractor being deemed "non-responsible" for future bids and will result in rejection of bid.

17. **PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING – F.S. 287.05701**
Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the County may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

18. **RESPONSIVE BIDDER (VENDOR)**
A vendor that has submitted a bid, offer, proposal, quotation or response that conforms in all material respects to the solicitation.

19. **BID PROTEST PROCEDURE**
Protests shall be in accordance with the procedure outlined in Section 19 of the Martin County Purchasing Manual which is available on the County's website:
https://www.martin.fl.us/resources/purchasing-manual

20. **CONTRACT**
The successful Bidder shall be required to execute the Contract included with this solicitation and be able to provide the required insurance. Bidders not able to do this should not respond. Any request for a revision to the standard contract shall be submitted

prior to the RFQ due date in order to be considered. The Bidder understands that this RFQ does not constitute an agreement or contract with the Bidder. County contracts are awarded only when a fully executed written agreement has been returned to the Bidder by the County.

21. **EQUAL OPPORTUNITY**
The County recognizes fair and open competition as a basic tenet of public procurement. Contractors doing business with the County are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age or sex.

22. **SELECTION COMMITTEE MEETINGS**
Selection Committee meetings are posted on the County's website at https://www.martin.fl.us/events in accordance with the Florida Sunshine Law. Selection Committee meetings are open to the public except meetings at which a vendor makes an oral presentation or at which a vendor answers questions as part of this competitive solicitation in accordance with Section 286.0113, Fla. Stat.

23. **SHORTLIST NOTIFICATION**
Notification of shortlist shall be within seventy-two (72) hours of a selection committee meeting via e-mail to all firms. Firms that do not provide an e-mail address as requested above shall not be notified. Final selection of #1 ranked firm(s) shall be posted on the online bidding site, DemandStar (https://network.demandstar.com/).

24. **COMPETITIVE NEGOTIATION**
The Chief Procurement Officer shall approve initiating negotiations with the top ranked vendor and any subsequent formal termination of negotiations and initiation of negotiations with the next vendor. The Purchasing Division, along with Departmental staff and the County Attorney's office, shall attempt to negotiate a contract with the top ranked vendor for professional services at compensation that is fair, competitive and reasonable. If the County is unable to negotiate a satisfactory contract with the top ranked vendor, negotiations with that vendor shall be terminated and the negotiations with the next highest ranked vendor will proceed. If these negotiations are not successful, negotiations shall be terminated with the second vendor and attempted with the third high ranked vendor. If the County's negotiator is not successful in negotiating a satisfactory contract with any of the selected vendors, the County's negotiator may select additional vendors in the order of their qualifications and continue negotiations until an agreement is reached or may recommend that the County reject all proposals and may thereafter re-advertise for new proposals.

25. **AWARD**
Award shall be made to the responsible offeror(s) whose proposal conforms to the solicitation and is determined in writing to be the most advantageous to the County taking into consideration price and the evaluation factors set forth in the Request for Qualifications. No other factors or criteria shall be used in the evaluation. Written notice of the award of a contract to the successful offeror shall be promptly given to all offerors.

26. **PERFORMANCE DURING EMERGENCY**
By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Martin County shall be given "first priority" for all goods and services under this contract (if applicable). Bidder agrees to provide all goods and services to Martin County throughout the emergency/disaster at the terms, conditions,

and prices as provided in this solicitation, and with a priority above, a preference over, sales to the private sector. Bidder shall furnish a 24-hour phone number and address to the County in the event of such an emergency. Failure to provide the stated priority/preference during an emergency/disaster shall constitute breach of contract and make the bidder subject to sanctions from further business with the County.

27. **FEDERAL, STATE AND COUNTY REGULATIONS**

The successful bidder(s) and their employees shall conform to all Federal, State and County regulations while in performance of their contracts. Any individual found not to conform shall not be allowed to start to work or if started shall be required to leave the job site immediately. Continued violations by any Successful Bidder shall result in the immediate termination of the Successful Bidder contract.

28. **CONFLICT OF INTEREST**

In compliance with Section 112.313(12), Florida Statutes, any affected public officer or employee of Martin County must file a statement with the Supervisor of Elections of Martin County prior to submitting a bid. This statement should disclose their interest, or that of their spouse or child, and the nature of the intended business, as specified in Florida Commission on Ethics Form 3A. Additionally, advisory board members must ensure that any business relationships comply with Sections 112.313(3) and 112.313(7), Florida Statutes. Any conflicts of interest for advisory board members should be disclosed in accordance with Florida Commission on Ethics Form 4A.

29. **NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

30. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**

The Contractor agrees that it does not and will not, during the performance of the Contract, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Contract. The Contractor shall be responsible for including this provision in all contracts with subcontractors related to this Contract.

31. **NON-COLLUSION**

Martin County reserves the right to disqualify bids upon evidence of collusion with intent to defraud, or other illegal practices to include circumventing or manipulating the bid process in a manner that conflicts with applicable law, upon the part of the Bidder(s), Bidder's employees or agents, the County's Professional Consultant(s), or Consultant's agents, or any County employee(s) who may, or may not, be involved in the development of bid specifications and/or firm bid schedules. Multiple bids from an individual, partnership, corporation, association (formal or informal) or firm under the same or different names shall not be considered. Reasonable grounds for believing that a Bidder has interest in multiple proposals for the same work shall be cause for rejection of all proposals in which such Bidder is believed to have an interest in. Any and/or all proposals shall be rejected if there is any reason to believe that collusion exists among one or more of the Bidders, the County's Professional Consultant(s) or County employees. Any Contractor involved in the development of bid specifications or has direct knowledge of the bid specifications prior to a bid advertisement shall be disqualified from participating in the applicable bid process.

32. **PUBLIC ENTITY CRIMES**

Any bidder, or any of his suppliers, subcontractors, or consultants who shall perform work which is intended to benefit the County shall not be a convicted vendor or, if the bidder or any of his suppliers, subcontractors, or consultants of the bidder has been convicted of a public entity crime, a period longer than 36 months shall have passed since that person was placed on the convicted vendor list. The bidder further understands and accepts that any contract issues as a result of this solicitation shall be either voidable by the County or subject to immediate termination by the County, in the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 Florida Statutes. The County, in the event of such termination, shall not incur any liability to the respondent for any work or materials furnished.

33. **VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST**

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

34. **SUSPENSION AND DEBARMENT**

Martin County will not make award to parties listed on the government-wide exclusions list in the System for Award Management (SAM). The bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. By submittal of a bid in response to this solicitation, bidder asserts neither it nor its principals are presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participation in this work by any Federal department or agency. For work funded by federal grant, contractor is required to have an active registration with the System for Award Management (SAM) (https://www.sam.gov) prior to execution of the agreement.

35. **E-VERIFY**

Bidder must be registered with and use, at their sole expense, the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees, as required by Section 448.095, F.S. Owner, contractor, and subcontractors may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Contractor is responsible for obtaining proof of E-Verify registration for all subcontractors. This requirement applies to any provider of services or goods.

36. **ADDITIONAL INFORMATION**

All terms and conditions of the Martin County Purchasing Manual are incorporated into this

solicitation by reference and are fully binding. Bidders are required to submit their responses to this solicitation, and to conduct their activities during this process in accordance with the Martin County Purchasing Manual. This solicitation, the subsequent evaluation, negotiations, and contract award shall be in accordance with the Martin County Purchasing Manual. The County reserves the right to disqualify, remove from consideration, or debar as appropriate, any vendor that does not comply with the applicable requirements set forth in the Martin County Purchasing Manual. The Purchasing Manual is available on the County's website:
https://www.martin.fl.us/resources/purchasing-manual

Each Respondent, by submitting a bid in response to this solicitation, hereby agrees to comply with, and perform in accordance with any and all policies and procedures provided in the Martin County Purchasing Manual, the County Administrative Code, and any and all other local, state, and federal rules, regulations, laws, codes and ordinances throughout the solicitation and contract term.

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at www.martin.fl.us/accessibility-feedback

SAMPLE

AGREEMENT BETWEEN COUNTY AND CONTRACTOR FOR CONSTRUCTION SERVICES

THIS AGREEMENT, effective this _____ day of _____ in the year, 20_____, between:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, (hereinafter COUNTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996

AND the CONTRACTOR:
(hereinafter CONTRACTOR)

Contract Name:

Contract Number:

Total Contract Value: $
(to all vendors combined over 5 years)

Contract Term: Three (3) years plus two (2) optional one (1) year renewals
Not-to-Exceed five (5) years

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ARTICLE 1
DEFINITIONS

1.1 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Actual Costs*.
   a. costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
   b. cost of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
   c. rental cost of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
   d. costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work;
   e. additional cost of field supervision and field office personnel directly attributable to the charge, exclusive of the cost of estimating, contract administration, and purchasing.

2. Addenda. Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

3. *Agreement.* The written instrument which is evidence of the agreement between COUNTY and CONTRACTOR covering the Work. Also referred to as "Contract".

4. *Bonds.* Performance bond and payment bond and other instruments of security, furnished by the CONTRACTOR and its surety in accordance with the Contract Documents and in accordance with the law of Florida.

5. *Change Order.* A written document which is signed by CONTRACTOR and COUNTY and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

6. *Claim.* Any action, change order, demand, invoice, lawsuit, request, or statement, for money, property, or services made to any agent, employee, or officer of the county. Claim does not include tort claims as that term is used in Section 768.28(5) Florida Statutes as amended from time to time.

7. *Contract Documents.* The Contract Documents establish the rights and obligations of the parties and include the following: Agreement (including Exhibits), entire bid package including Advertisement, all Addenda and Instructions to Bidders, CONTRACTOR'S completed Bid Form package, Notice of Award, Notice to Proceed, drawings, specifications, plans, data, studies, surveys, calculations, permit applications, estimates, photographs, reports, approved submittals, and other documents prepared by, through, or under CONTRACTOR that fix, depict or describe the size, quality and character of the Project, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Design Professional's written interpretations

and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents.

8. *Contract Price.* The moneys paid to CONTRACTOR under Contract Documents, including the Design Fee and Construction Price.

9. *Contract Time.* The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by Design Professional's written recommendation of final payment.

10. *CONTRACTOR.* The individual or entity with whom COUNTY has entered into the Agreement.

11. *Day* means a calendar day unless noted otherwise.

12. *Design Professional* means collectively, the County's authorized agent, including but not limited to architects, engineers, consultants and professionals of record (duly licensed in the State of Florida) that perform services related to the design of any Work at the Project or portions thereof, or otherwise involved on the Project to review and test performance of various Project elements or confirm compliance thereof with any Plan Documents, or otherwise to provide recommendations or advice relating to the design of any portion of the Project.

13. *Drawings.* That part of the Contract Documents prepared or approved by a Design Professional that graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

14. *Effective Date of the Agreement.* The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

15. *Field Order.* A written order issued by COUNTY or its authorized agent, including but not limited to any Design Professional, which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

16. *Final Completion or Final Acceptance.* The completion of all Work called for under the Contract Documents, including, but not limited to, satisfactory operation of all equipment (other than COUNTY supplied equipment or facilities or those installed by separate CONTRACTORS); correction of all punch list items to the satisfaction of COUNTY, payment of all trade CONTRACTORS, subcontractors, and materialmen; settlement of all claims, if any; payment and release of all mechanic's, materialmen's, and similar liens; delivery of all guarantees, equipment operation and maintenance manuals, as-built drawings, certificate of occupancy, and all other required approvals and acceptances by any municipality within Martin County, Martin County itself, the State of Florida or other authorities or agencies having jurisdiction; and removal of all rubbish, tools, scaffolding, and surplus materials and equipment from the Work site.

17. *Notice to Proceed.* A written notice given by COUNTY to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

18. *Public Record.* Means " all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by [COUNTY]," Section 119.011(12) Fla. Stat. (2020), including but not limited to the transaction of official business between COUNTY and CONTRACTOR. .

19. *Samples.* Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

20. *Shop Drawings.* All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

21. *Specifications.* That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

22. *Substantial Completion.* The stage in construction when the Work can be utilized for the purposes for which it was intended, as well as the satisfaction of the following requirements: (1) the items that affect operational integrity and function of the Project must be capable of continuous use; (2) all permits and other regulatory requirements must be satisfied; and (3) a Certificate of Occupancy must be issued where one is required. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

23. *Surety*. The corporate body that is responsible for the CONTRACTOR in connection with the Work as set forth in the Bonds and that is included in the most recent United States Department of the Treasury List of Acceptable Sureties and authorized to issue surety bonds in Florida, and which maintains a surety rating of "A-" or better or equivalent rating by a nationally recognized rating agency.

24. *Underground Facilities.* All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

25. *Work.* Services as defined in each individual Work Order to be paid for in accordance with the unit prices indicated in CONTRACTOR's bid.

26. *Work Order.* A formal document that is dated, serially numbered, and executed by both the COUNTY and the CONTRACTOR in response to COUNTY's request for proposal, by which COUNTY accepts CONTRACTOR's proposal for specific Services and CONTRACTOR indicates a willingness to perform such specific Services under the terms and conditions specified in this AGREEMENT.

27. *Year* means 365 calendar days.

B. As used herein, the disjunctive “or” includes the conjunctive “and”. Further, the singular shall include the plural and vice versa.

ARTICLE 2
WORK/PRELIMINARY REQUIREMENTS

2.1 Work. CONTRACTOR agrees to furnish and complete all authorized and approved work, materials, supplies, tools, furnishings, fixtures, labor, services, equipment, site development, regulatory matters, testing surveying, engineering, landscaping, accounting, coordinating, and construction of the Project.

2.2 Commencement of Work and Notices To Proceed. The Date of Commencement of the Work shall be the date indicated in the Notice to Proceed. Notice to Proceed as to each Phase shall be issued by the Project Manager after the CONTRACTOR has delivered to the COUNTY the executed AGREEMENT, the Bonds and Insurance Certificates in accordance with the AGREEMENT, and the Board has approved this AGREEMENT. No Work shall be performed by the CONTRACTOR or its Professionals, subconsultants, or subcontractors, and no irrevocable commitments to vendors shall be made prior to the Date of Commencement, at which time, CONTRACTOR may commence to perform Work.

2.3 Nothing contained in any Work Order shall conflict with the terms of this AGREEMENT, and the terms of this AGREEMENT shall be deemed to be incorporated in each individual Work Order as if fully set forth therein. A Work Order shall contain the following:

a. A description of the specific Services to be performed, a schedule and amount of compensation to be paid with sufficient detail so as to identify all of the various elements of costs such as, labor rates by classification, hours for each classification, extended price, subcontracted labor (also broken out), material, other direct costs, overhead rate, indirect rate, and profit/fee. The sufficiency of such budget detail is subject to the approval of the COUNTY; and

b. Any other additional instructions or provisions relating to the specific Services authorized pursuant to each Work Order that do not conflict with the terms of this Agreement.

2.4 Preconstruction Conference(s). Immediately following the issuance of the Notice to Proceed the CONTRACTOR shall meet with the COUNTY for review and acceptance of the CONTRACTOR’S initial submittals, CPM Schedule, Final Schedule of Values, personnel and Subcontractor list, to review mobilization requirements, to establish procedures for handling shop drawings and other Submittals and Applications for Payment, and to establish a working understanding among the parties as to the Work.

2.5 Assumption of Risks. CONTRACTOR shall become familiar with and prepare for the normal weather conditions existing in Martin County, Florida. Normal weather conditions are expected to impact the Work in numerous ways, including but not limited to, delays during and after periods of rainfall, temporary flooding and ponding, wet ground, high winds and debris. CONTRACTOR’S Contract Price and Project Schedule, and any subsequent approved revisions thereto, shall sufficiently anticipate and include normal weather Days as reflected by

10-year average of historical records produced by the National Weather Service. Additionally, the CONTRACTOR assumes the risk for all costs associated with concealed Site conditions which are foreseeable through the exercise of due diligence. Again, it shall be the obligation of CONTRACTOR to fully investigate the Site and provide sufficient contingency amounts for conditions which are foreseeable.

2.6 Requirement to E-Verify. ***As a condition precedent to entering into this AGREEMENT***, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

A. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.
B. The COUNTY, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat., or the provisions of this section shall terminate the contract with the person or entity.
C. The COUNTY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
D. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(5)(d), Fla. Stat. Contractor acknowledges that upon termination of this AGREEMENT by the COUNTY for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the COUNTY as a result of termination of any contract for a violation of this section.
E. *Subcontracts.* Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

ARTICLE 3
CONTRACT PRICE

The OWNER shall pay the CONTRACTOR for the performance of Work outlined in each individual Work Order issued in accordance with the Contract Documents, the fixed Contract Price outlined in each individual Work Order, based on the unit costs in the Bid. The obligations of the OWNER under this Agreement are subject to the availability of funds lawfully appropriated for the Project by the Board of County Commissioners of Martin County.

ARTICLE 4
CONTRACTOR RESPONSIBILITIES

4.1 CONTRACTOR represents that it has familiarized itself with, and assumes full responsibility for having familiarized itself with, the nature and extent of the Contract

Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that it has correlated its study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that it has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as it deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that it has correlated the results of all such data with the requirements of the Contract Documents.

4.2 The CONTRACTOR shall give all notices and comply with all municipal, local, state and federal laws, ordinances, codes, rules, licenses, and regulations applicable to the Work. If the CONTRACTOR observes that any of the AGREEMENT is contradictory to such laws, rules, and regulations, it shall notify the Project Manager promptly in writing. If the CONTRACTOR performs any Work that it knows or should have known to be contrary to such laws, ordinances, rules, and regulations, it shall bear all related costs.

4.3 CONTRACTOR acknowledges that its duties hereunder shall not be excused or discharged in any respect based on the incompleteness or inaccuracy of any such documents or materials.

4.4 CONTRACTOR shall be responsible to the COUNTY for acts and omissions of CONTRACTOR and CONTRACTOR'S agents, employees, professionals, subconsultants, subcontractors, and all other parties performing Work by, through and under CONTRACTOR.

4.5 CONTRACTOR shall be responsible for the management, coordination and supervision of all construction means, methods, techniques, sequences and procedures for completion of the Work.

4.6 The CONTRACTOR agrees to bind specifically every Professional, subconsultant and subcontractor to the applicable terms and conditions of the AGREEMENT, for the benefit of the COUNTY.

4.7 CONTRACTOR represents that it is fully experienced and properly qualified to perform the Work under the Contract Documents and that it is properly licensed, equipped, organized and financed to perform such Work.

4.8 CONTRACTOR shall act as an independent CONTRACTOR and not as the agent of COUNTY. The CONTRACTOR shall supervise and direct the Work and shall be solely responsible for the means, methods, techniques, sequences and procedures of construction subject to compliance with the Contract Documents.

4.9 The CONTRACTOR shall employ and maintain a full-time on-site Superintendent who shall have been designated in writing by the CONTRACTOR and pre-approved by the COUNTY. The Superintendent shall be dedicated to this the Project full time and shall have full authority to act on behalf of the CONTRACTOR in supervising the project and to obtain authority timely when necessary, for example, for change orders. The Superintendent shall be capable of properly interpreting the Contract Documents and be thoroughly experienced in the type of work being performed. The Superintendent shall have full authority to receive instructions from the Design Professional and to execute the orders or directions of the Design Professional, including promptly supplying any materials, tools, equipment, labor, and

incidentals that may be required. The Superintendent shall be provided regardless of the amount of work sublet. The Superintendent shall speak and understand English, and the CONTRACTOR shall maintain at least one other responsible person who speaks and understands English, on the project during all working hours. All communications given to the Superintendent shall be as binding as if given to the CONTRACTOR. Nothing contained herein shall be construed as modifying the CONTRACTOR's duty of supervision and fiscal management as provided by Florida law. The COUNTY shall have the right of direct removal of any Authorized Representative of the CONTRACTOR. Any change in the Superintendent of the CONTRACTOR assigned to the Project shall be subject to the COUNTY's prior written approval. The Authorized Representative shall have full authority to receive instructions from the Owner and/or Design Professional, and to execute the orders or directions of the Owner and/or Design Professional, including promptly supplying any materials, tools, equipment, labor, and incidentals that may be required. The Superintendent shall provide such superintendence regardless of the amount of work sublet.

4.10 The CONTRACTOR shall not employ any subcontractor or Consultant against whom the COUNTY may have reasonable objection.

4.11 The CONTRACTOR shall keep at least one record copy in hard copy and one in electronic format of all Contract Documents on-site in good order and annotated to show all changes made during the construction process. Final acceptance of the Work will be withheld until all such modifications have been properly inserted electronically into the design documents (thus creating "As-Built Documents") and provided to the COUNTY, and the COUNTY approves those As-Built Documents.

4.12 The CONTRACTOR shall provide the COUNTY two copies of the Record Drawings verifying the as-built conditions for all installed and constructed components of the Work, including, but not limited to, the surface water management, traffic control, lighting, water distribution, and wastewater collection systems. The Record Drawings, which shall be signed and sealed by a Professional Engineer or Surveyor and Mapper, licensed in the State of Florida, must demonstrate to the Project Manager that the Project components were constructed in substantial conformance with the approved Construction Plans and applicable permits and that the Project will function as designed and intended. The Record Drawings must be certified based on an As-Built Survey prepared in accordance with the Standards of Practice established in Florida Administrative Code (FAC) 5J-17.051 and 5J-17.052. If the Project Manager determines that the as-built conditions of one or more components are not constructed in substantial conformance with the approved Construction Plans or that the Record Drawings do not sufficiently demonstrate conformance with the Construction Plans, one set of the Record Drawings will be returned to the CONTRACTOR that identify the deficient component(s) of the Work. The CONTRACTOR shall correct the component(s) or the Record Drawing in the timeframes set forth in Article 6 of this Agreement. Upon acceptance by the Project Manager, the CONTRACTOR shall provide the COUNTY with one (1) copy of the Record Drawings electronically in AutoCAD® and Adobe Acrobat®. The Adobe Acrobat® file shall be a replica of the signed and sealed Record Drawing. Unless the COUNTY agrees otherwise in writing, the Adobe Acrobat® file shall be digitally signed by the Professional Engineer or Surveyor and Mapper, licensed in the State of Florida.

4.13 The CONTRACTOR shall, at its expense, attend any and all meetings called by COUNTY to discuss the Work under the Contract.

4.14 CONTRACTOR shall deliver to the COUNTY both prior to commencing the

Project and also at the completion of the Project and before receipt of Final Payment, a DVD video of the Project showing the site before Work is commenced, the site as it progresses on a monthly basis, and after Work has been completed. CONTRACTOR shall identify on the videos the station numbers as those areas of the Project are taped, as well as the date recorded. The cost of the recording is included in the bid submitted by the CONTRACTOR.

4.15 CONTRACTOR shall not establish and shall not allow its employees to engage in any commercial activities on the Project site unrelated to the Project/Work Order.

4.16 The CONTRACTOR shall, at its expense, arrange for, develop and maintain all utilities in Work areas to meet the requirements of the Contract. Such utilities shall be furnished by CONTRACTOR at no additional cost to the COUNTY, and shall include, but not be limited to, the following: public telephone service for the CONTRACTOR'S use; construction power as required at each point of construction; and water as required throughout the construction. Prior to final acceptance of the Work the CONTRACTOR shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of the Contract. The COUNTY will assume the utility costs directly related to its usage of areas in which it has taken Beneficial Occupancy.

4.17 The CONTRACTOR shall be responsible for the proper maintenance, control, and detour of traffic in the area of construction, during the course of construction. All traffic control and maintenance procedures shall be in accordance with the requirements of either the Florida Department of Transportation, Martin County, or the local municipality, within their respective area of jurisdiction. It shall be the CONTRACTOR'S responsibility, as Bidder, prior to submitting its Bid, to determine the requirements of these agencies so that its Proposal reflects all costs to be incurred. No claims for additional payment will be considered for costs incurred in the proper maintenance, control, detour and protection. The CONTRACTOR shall notify all such agencies and the COUNTY at least seven (7) days in advance of any traffic detour. The CONTRACTOR shall notify all such agencies and the COUNTY at least fourteen (14) days in advance of any road closure.

4.18 The CONTRACTOR is responsible for adequate drainage at all times. Existing functioning storm sewers, gutters, ditches, and other run-off facilities shall not be obstructed.

4.19 Fire hydrant on or adjacent to the highway shall be kept accessible and no obstruction shall be placed within fifteen feet (15') of any hydrant.

4.20 Heavy Equipment shall not be operated close enough to pipe headwalls or other structures to cause their displacement.

4.21 Where the COUNTY determines it to be necessary for maintaining the security of livestock or adjacent property or for protection of pedestrians, the CONTRACTOR shall erect and operate under temporary security fencing. Permanent fencing shall be addressed as required by the Plans and Specifications.

4.22 CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of Work under this Agreement.

ARTICLE 5

PAYMENT

5.1 Schedule of Values; Retainage

The CONTRACTOR's Unit Price Proposal for each Work Order shall serve as the schedule of values for basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the COUNTY. Progress payments on account of Work will be based on the number of units completed. The schedule of values shall be approved by the County prior to commencement of the project, that is, before the first Notice to Proceed. Pursuant to Section 255.078(1), Florida Statutes, the COUNTY will withhold from each progress payment made to the CONTRACTOR the amount of 5% of the payment as retainage. Pursuant to Section 255.078(3), Florida Statutes, the COUNTY may elect not to pay or release any amounts (such as retainage) that are the subject of a good faith dispute in writing, the subject of a claim brought pursuant to Section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the COUNTY or CONTRACTOR.

5.2 Method of Payment and Payment

5.2.1. CONTRACTOR may submit invoices for compensation no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after expiration or earlier termination of this Agreement. Invoices shall designate the services performed and, as applicable, the personnel, hours, tasks, or other details as requested by COUNTY.

5.2.2. Any invoice submitted by CONTRACTOR shall be in accordance with the schedule of values minus any agreed upon retainage. Retainage amounts shall only be invoiced to COUNTY upon completion of all services.

5.2.3. COUNTY shall pay CONTRACTOR within twenty-five (25) days of CONTRACTOR's approved invoice. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement. COUNTY may withhold payment, in whole or in part, for failure of CONTRACTOR to comply with a term, condition, or requirement of this Agreement.

5.2.4. CONTRACTOR shall pay subcontractors and suppliers within ten (10) days following receipt of payment from COUNTY for such subcontracted work or supplies. CONTRACTOR agrees that if it withholds an amount as retainage from subcontractors or suppliers, it will release such retainage and pay same within ten (10) days following receipt of payment of retained amounts from COUNTY. Failure to pay a subcontractor or supplier in accordance with this subsection shall be a material breach of this Agreement, unless CONTRACTOR demonstrates to COUNTY's satisfaction that such failure to pay results from a bona fide dispute with the Subcontractor or supplier and, further, CONTRACTOR promptly pays the applicable amount(s) to the subcontractor or supplier upon resolution of the dispute. CONTRACTOR shall include requirements substantially similar to those set forth in this subsection in its contracts with subcontractors and suppliers.

5.3 CONTRACTOR'S Warranty of Title. The CONTRACTOR warrants and guarantees that title to all Work covered by an Application for Payment, whether incorporated in the Work or not, shall pass to the COUNTY prior to the making of the Application for Payment, free and

clear of all liens, claims, security interests, purchase money security interest, chattel paper or encumbrances of any nature whatsoever ("Liens").

5.4 The CONTRACTOR shall promptly pay all Subcontractors, laborers, materialmen, and suppliers upon receipt of payment from the COUNTY, out of the amount paid to the CONTRACTOR on account of such person's portion of the Work, the amount to which such person is entitled, reflecting percentages actually retained from payments to the CONTRACTOR on account of such person's portion of the Work. The CONTRACTOR shall, by appropriate agreement with each Subcontractor or other person, require each subcontractor or other person to make payments to Sub-subcontractors in similar manner.

5.5 A Certificate of Payment, a progress payment, or partial or entire use of the Project by the COUNTY shall not constitute acceptance of Work not in accordance with the Contract Documents.

5.6 In accordance with the provisions of Florida Statutes section 255.05, where the CONTRACTOR requires a waiver from laborers, materialmen, subcontractors, or sub-subcontractors (as each such term is defined by Florida Statutes section 713.01) of the right to make a claim against the Payment Bond in exchange for, or to induce payment of, a progress payment or a final payment; such waivers shall comply with the form set forth in Florida Statutes section 255.05 as amended from time to time. Written consent from the surety in a form acceptable to the County regarding the project or payment may be given in lieu of waivers.

5.7 If one or more "Notice of Non-Payment" is received by the COUNTY, no further payments will be approved until non-payment(s) have been satisfied and a "Release of Claim" for each "Notice" has been submitted to the COUNTY. Upon request, CONTRACTOR shall furnish acceptable evidence that all such claims or liens have been satisfied. If CONTRACTOR fails to satisfy the nonpayment, COUNTY may make payment and back charge CONTRACTOR for any and all costs associated with such payment.

5.8 Progress. If at any time during the progress of Work, CONTRACTOR'S actual progress is inadequate to meet the requirements of the Contract, COUNTY may, but is not required to, notify CONTRACTOR to implement some or all of the following remedial actions at the sole cost and expense of CONTRACTOR:

1. Increase construction manpower in such quantities and crafts as necessary to eliminate the schedule progress deficiency;

2. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the schedule progress deficiency;

3. Reschedule the Work in conformance with the specification requirements.

5.9 Neither such notice by COUNTY nor COUNTY'S failure to issue such notice shall relieve CONTRACTOR of its obligation to achieve the quality of Work and rate of progress required by the Contract.

ARTICLE 6
TIME OF PERFORMANCE

6.1 Time is of the essence under this Agreement.

6.1.1 Substantial Completion

The following items, as applicable, shall be completed prior to an inspection for Substantial Completion:

1. All general construction completed, and the project components shall be clean, and all systems fully functional.

2. All mechanical and electrical Work substantially complete, fixtures in place, connected, cleaned and usable.

3. All electrical circuits shall be scheduled in panels, and all panels and disconnect switches properly labeled.

4. All painting shall be completed; all signs installed.

5. All floors, glass and metal Work shall be cleaned.

6. All finish hardware shall be installed, and all doors shall be in good Working order.

7. Project site shall be cleared of the CONTRACTOR'S excess equipment, temporary facilities, trailers, and/or building supplies. All temporary construction shall be removed, and all Sitework completed.

8. All operations and maintenance manuals for all equipment shall have been submitted.

9. Manufacturers certifications, warranties, and current as-builts shall be delivered to COUNTY.

10. All operations and maintenance training related literature, software and back-up electronic files have been provided.

11. All required spare parts, materials, as well as any special measuring devices and tools shall have been provided to COUNTY.

12. All air and water balancing reports shall have been submitted.

13. All keys and blanks shall have been provided.

6.1.2 When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify COUNTY in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that the COUNTY or COUNTY's authorized agent issue a certificate of Substantial Completion. Promptly thereafter, COUNTY and CONTRACTOR, and Architect/Engineer shall make an inspection of the Work to determine the status of completion. For the purpose of this Contract, and for the compliance of those procedures, duties and obligations as set forth in Florida

Statutes §218.70 et. seq. and §218.735 et. seq. the term “Substantial Completion” is defined as that point where COUNTY is able to enjoy beneficial occupancy of the Work and where the Work has achieved that level of completion such that COUNTY is able to utilize the entire Project for its intended purposes, including but not limited to the completion of all specified systems and items relating to life, safety and regulatory use, with the exception of incidental or incomplete items except where a lack of completion of such incidental or incomplete items of Work will adversely affect the complete operation of other areas of the Work. Additional conditions (if any) needed to achieve Substantial Completion of the Work and which are project specific are as set forth in attached Exhibits. If COUNTY does not consider the Work substantially complete, COUNTY will notify CONTRACTOR in writing giving the reasons therefore. If COUNTY considers the Work substantially complete, COUNTY will issue a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. If COUNTY considers the Work substantially complete, then, for construction projects having an estimated cost of less than 10 million dollars:

A. The intent of this section is for the COUNTY and the CONTRACTOR to cooperate to develop a Final Punchlist no later than 30 (thirty) days from the date of reaching Substantial Completion.

B. Within 5 (five) days of Substantial Completion of the Project, the CONTRACTOR shall schedule a walkthrough with the COUNTY (“Punchlist Walkthrough”). The purpose of the Punchlist Walkthrough is to 1) determine that the project has achieved Substantial Completion, and if so, to develop a Punchlist of items to be performed by the CONTRACTOR, based upon observations made jointly between the CONTRACTOR and the COUNTY during the Punchlist Walkthrough and 2) to establish an estimated cost to complete each item on the Punchlist. The COUNTY may include within such cost estimation the total costs for completing such item of work, including the administrative costs as well as costs to address other services needed or areas of work which may be affected in order to achieve full completion of the Final Punchlist item. The COUNTY shall issue the Final Punchlist, including the estimated cost for each item, within 30 (thirty) days of the Substantial Completion date

C. The CONTRACTOR shall endeavor to address and complete as many items as possible noted on the Punchlist either during the Punchlist Walkthrough itself or within 20 (twenty) days from the date of the Punchlist Walkthrough.

D. No more than 20 (twenty) days following the issuance of the Final Punchlist, the CONTRACTOR shall again initiate and request a second walkthrough (“Final Walkthrough”) of the Project with the COUNTY. The purpose of the Final Walkthrough is to identify which items on the Punchlist remain incomplete and to supplement that list as legally necessary (based, for example, upon work which may have been damaged as a result of the CONTRACTOR’s performance of completion of items contained on the Punchlist.

E. The CONTRACTOR shall complete the Final Punchlist items within 30 (thirty) days of the date of its issuance by the COUNTY.

F. Within twenty (20) business day after the Punchlist is created, the COUNTY must pay the contractor the remaining contract balance less an amount equal to 150% of the estimated cost to complete any items remaining on the Punchlist.

G. The CONTRACTOR acknowledges and agrees that no item contained on the Final Punchlist shall be considered a warranty item until such time as: (i) the Final Punchlist is 100% (one hundred percent) complete; and (ii) the COUNTY has been able to operate or utilize the affected Punchlist item for 15 (fifteen) days, whichever occurs last.

H. The CONTRACTOR acknowledges and agrees that the COUNTY may, at their option, during performance of the Work and prior to Substantial Completion, issue lists of identified non-conforming or corrective work for the CONTRACTOR to address. The intent of any such lists prior to Substantial Completion is to streamline the Punchlist process upon achieving Substantial Completion, and to allow for the CONTRACTOR to address needed areas of corrective work as they may be observed by the COUNTY during performance of the Work.

6.1.3 If Substantial Completion has not been obtained at the Punchlist Walkthrough inspection called by the CONTRACTOR, for reasons that are the fault of the CONTRACTOR, the cost of any subsequent inspections requested by the CONTRACTOR for the purpose of determining Substantial Completion shall be at the cost of the CONTRACTOR and shall be assessed against the final payment application. Punch list items recorded as a result of inspections for Substantial Completion are to be corrected by the CONTRACTOR within the timeframe established.

6.1.4 COUNTY shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but COUNTY shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

6.2 Partial Utilization

A. Use by COUNTY at COUNTY'S option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which COUNTY, Design Professional, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by COUNTY for its intended purpose without significant interference with CONTRACTOR'S performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. COUNTY at any time may request CONTRACTOR in writing to permit COUNTY to use any such part of the Work which COUNTY believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to COUNTY and Design Professional that such part of the Work is substantially complete and request Design Professional to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify COUNTY and Design Professional in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request Design Professional to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, COUNTY, CONTRACTOR, and Design Professional shall make an inspection of that part of the Work to determine its status of completion. If Design Professional does not consider that part of the Work to be substantially complete, Design Professional will notify COUNTY and CONTRACTOR in writing giving the reasons therefore.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with this Agreement regarding property insurance.

6.3 Final Inspection

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, Design Professional will promptly make a final inspection with COUNTY and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

6.4 Final Payment

A. Application for Payment

1. After CONTRACTOR has, in the opinion of Design Professional, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents, current as-builts, and other documents.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to COUNTY) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens and as approved by COUNTY, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which COUNTY or COUNTY'S property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to COUNTY to indemnify COUNTY against any Lien.

B. Review of Application and Acceptance

1. If, on the basis of Design Professional’s observation of the Work during construction and final inspection, and Design Professional’s review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Design Professional is satisfied that the Work has been completed and CONTRACTOR’S other obligations under the Contract Documents have been fulfilled, Design Professional will, within ten days after receipt of the final Application for Payment, indicate in writing Design Professional’s recommendation of payment and present the Application for Payment to COUNTY for payment. At the same time Design Professional will also give written notice to COUNTY and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, Design Professional will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Upon completion of all items on the punchlist, final payment is due twenty-five days after the payment request or invoice is stamped as received by County, Payment on a corrected payment requests, must be paid or rejected ten (10) days after the date the corrected payment request or invoice is stamped as received; or

2. If a good faith dispute made in writing exists as to whether one or more items identified on the list have been completed pursuant to the contract, the COUNTY may continue to withhold an amount not to exceed 150 percent of the total costs to complete such items.

6.5 If Substantial Completion is not obtained at the inspection called by the CONTRACTOR, for reasons that are the fault of the CONTRACTOR, the cost of any subsequent inspections requested by the CONTRACTOR for the purpose of determining Substantial Completion shall be at the cost of the CONTRACTOR and shall be assessed against the final payment application. Punch list items recorded as a result of inspections for Substantial Completion are to be corrected by the CONTRACTOR within the timeframe established.

ARTICLE 7
LIQUIDATED DAMAGES; FORCE MAJEURE

7.1 Milestones, milestone completion dates and applicable liquidated damages shall be in accordance with the Work Order.

7.2 Upon failure of the CONTRACTOR to Finally Complete the Agreement/Work Order within the specified period of time, plus approved time extensions, the CONTRACTOR shall pay to the COUNTY daily liquidated damages in the amount shown on Page 1 of this Agreement to reflect the COUNTY's estimated damages resulting from the delay to Final Completion.

7.3 Milestones, milestone completion dates, and applicable Liquidated Damages shall be in accordance with the Contract Documents.

7.4 If the milestones are not strictly complied with, then Liquidated Damages will be assessed against the CONTRACTOR, which are agreed upon, and it is further agreed that such Liquidated Damages bear a reasonable relationship to damages to be incurred by the COUNTY, and are not a penalty.

7.5 Force Majeure. A party shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is beyond the reasonable control of a party, materially affecting the performance of any of its obligations under this agreement, and could not reasonably have been foreseen or provided against, but will not be excused for failure or delay resulting from only general economic conditions or other general market effects. If either party invokes this provision to avoid performance of any obligation under this Agreement and a Court determines that party wrongfully invoked this provision to evade performance of such an obligation, the aggrieved party shall be entitled to its reasonable attorney's fees and costs for obtaining the Court's determination of the same.

ARTICLE 8
CLAIMS FOR ADDITIONAL TIME

8.1 If the CONTRACTOR'S performance of this Contract is delayed: i) which delay is beyond the reasonable control and without the fault or negligence of the CONTRACTOR or its

subcontractors; or ii) by changes ordered in the Work, and in either event where such delay or change in the Work affects the critical path, then the Contract Time shall be extended by Change Order as determined by the COUNTY . If the CONTRACTOR wishes to make Claim for an increase in the Contract Time, CONTRACTOR shall provide COUNTY a written notice of claim upon discovering the cause of the alleged delay. Such notice of claim shall include the following information, or else be waived:

1. Nature of the delay or change in the Work;

2. Dates of commencement and cessation of the delay or change in the Work;

3. Activities on the current progress schedule affected by the delay or change in the Work;

4. Identification and demonstration that the delay or change in Work affects the critical path;

5. Identification of the source of delay or change in the Work;

6. Anticipated extent of the delay or change in the Work; and

7. Recommended action to minimize the delay.

8.2 The CONTRACTOR shall not be entitled to any extension of time for delays resulting from any cause unless CONTRACTOR shall have notified the COUNTY in writing within seven (7) days of commencement of the delay.

8.3 No Damages for Delay; Exclusive Remedy. The CONTRACTOR shall not be entitled to and hereby waive any and all claims for damages which they may suffer by reason of delay, acceleration, loss of efficiency, or other related time or impact-based claims (hereinafter collectively "delay") or for delay attributable to any foreseen or unforeseen condition, or for delays claimed to be the result of active, intentional, knowing or passive interference by the COUNTY , Architect, Design Professional, or its agents, and waives damages which it may suffer by reason of such claims for lost profits, loss or impairment of bonding capacity, destruction of business, extended overhead, supervision, extended, unabsorbed home office overhead; the extension of time granted herein being the CONTRACTOR'S sole remedy, with the exception that in the event of demonstrated critical, compensable, non-concurrent delay suffered by the CONTRACTOR, the CONTRACTOR may claim as its sole and exclusive remedy any associated, extended direct jobsite general conditions expended by the CONTRACTOR (hereinafter "applicable extended general conditions") in a sum not to exceed $250.00 per each day of delay. Apart from extensions of time or acceleration costs approved by COUNTY and any applicable extended general conditions, no payment of claim for delay damages shall be made to the CONTRACTOR as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Work, whether such delay be avoidable or unavoidable. Notwithstanding anything herein to the contrary, provided CONTRACTOR have otherwise satisfied the requirements of this Contract, the CONTRACTOR shall be entitled to an increase in the Contract sum based upon approved general condition, insurance, and bond premium costs resulting from delays for which the Design Professional has approved by Change Order. an extension of time for performance; provided, however, COUNTY shall not be required to pay such additional amounts for any days following the date on which CONTRACTOR achieves Final Completion for the

appropriate portion of the Work.

ARTICLE 9
SITE CONDITIONS

9.1 Field Measurements. Before undertaking each part of the construction, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to the COUNTY any conflict, error or discrepancy which CONTRACTOR or any of its Subcontractors or Suppliers may discover and shall obtain a written interpretation or clarification from COUNTY before proceeding with any Work affected. CONTRACTOR shall remain liable to COUNTY for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents prepared by CONTRACTOR.

9.2 Differing Site Conditions. The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the COUNTY in writing of: (l) subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or (2) unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Contract. The COUNTY will promptly investigate the conditions, and if it finds that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly. CONTRACTOR'S failure to provide notice upon discovery of the differing site condition shall waive any entitlement to such an adjustment in the Contract Price or Contract Time.

ARTICLE 10
INDEMNIFICATION

The CONTRACTOR hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether employees of any tier of the CONTRACTOR, its SUBCONTRACTS, CONSULTANTS or SUPPLIERS or otherwise, and to all property caused by, resulting from, arising out of or occurring in connection with the execution of the Contract, or in preparation for the work and services under this Contract, or any extension, modification, or amendment thereto by change order to otherwise.

CONTRACTOR hereby agrees to indemnify and hold harmless MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, its officers and employees from liabilities, damages, lawsuits, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in the performance of the Construction Contract.

ARTICLE 11
TERMINATION

11.1 Notwithstanding any other provision of this Contract, the CONTRACTOR may be held in default of its contractual obligation under this Contract if the CONTRACTOR:

1. refuses or fails to supply enough properly skilled workers or proper and sufficient materials and equipment;

2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the CONTRACTOR and the Subcontractors;

3. disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;

4. performs Work that does not conform to Contract Documents requirements;

5. fails to meet the Contract schedule or fails to make progress on the Work so as to endanger performance of the Contract;

6. abandons or refuses to proceed with any or all Work; or

7. otherwise breaches, fails to comply fully with, or is in default of any provision of the Contract Documents.

11.2 The COUNTY must provide written notice to the CONTRACTOR notifying it that the COUNTY is declaring it in default and providing the CONTRACTOR with five (5) days after receipt of such written notice of default, to cure such default. In the event that the CONTRACTOR fails to cure the default within the five (5) day default period, the COUNTY may:

1. take possession of the Work site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the CONTRACTOR;

2. accept assignment of subcontracts pursuant to this Agreement; and

3. finish the Work by whatever reasonable method the COUNTY may deem expedient, and charge all completion costs against any monies owed or to be owed to CONTRACTOR, or back charge CONTRACTOR for any and all such completion costs, or

4. terminate the CONTRACTOR and hire a completion CONTRACTOR to finish the Work by whatever reasonable method the COUNTY may deem expedient, and charge all completion costs, including costs for construction, architectural, engineering, project management, and any other expenses, against any monies owed or to be owed to CONTRACTOR, or back charge CONTRACTOR for any and all such completion costs, or

5. set off any and all such completion costs against any monies then due or to become due on any other projects that the COUNTY has with CONTRACTOR.

11.3 Upon default, CONTRACTOR shall not be entitled to receive further payment until the Work is finished.

11.4 If, after notice of termination, it is determined for any reason that the CONTRACTOR was not in default, or that the delay was excusable under the provisions of the Contract Documents, the rights and obligations of the parties shall be the same as if the notice of termination had been a Termination by the COUNTY for Convenience.

11.5 Pursuant to Section 287.135, F.S., the COUNTY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to

have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

11.6 Termination by the COUNTY for Convenience. Notwithstanding any other provision to the contrary in the Contract Documents, the COUNTY reserves the right at any time and in its sole and absolute discretion to terminate the services of the CONTRACTOR with respect to the Work by giving written notice to the CONTRACTOR. In such event, the CONTRACTOR shall be entitled to, and the COUNTY shall reimburse the CONTRACTOR for, an equitable portion of the Contract Price based on the portion of the Work completed prior to the effective date of termination and for any other reasonably expended costs attributable to such termination. However, CONTRACTOR shall not be entitled to receive its anticipated profits for any unperformed Work.

11.7 Should the CONTRACTOR'S Contract be terminated for any reason, the CONTRACTOR shall, at no additional cost to the COUNTY, give written permission to the COUNTY to utilize all design documents necessary for the purpose of completing the Project with another CONTRACTOR.

ARTICLE 12
SUSPENSION OF WORK

The COUNTY may, without cause, order the CONTRACTOR in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the COUNTY may determine.

ARTICLE 13
CHANGES IN THE WORK

13.1 The COUNTY may, at any time or from time to time, order additions, deletions or revisions in the Work. Upon request of the COUNTY, a request for proposal will be issued to the CONTRACTOR detailing the proposed additions, deletions or revisions to the Work. The request for proposal shall include such details as man-hours, man-hour rates, quantities, quantity unit rates, equipment, equipment unit rates and mark-ups. The CONTRACTOR shall complete and return the request for proposal to the COUNTY within ten (10) days from receipt thereof. The request for proposal shall include any increases or decreases in Contract Time or Contract Price and shall include any additional modifications required by virtue of the requested change, whether or not such additional modifications were specifically identified in the request for proposal. The request for proposal may then be: 1) issued as a Change Order in accordance with the provisions of the Contract Documents; 2) modified and thereafter issued as a Change Order in accordance with the provisions of the Contract Documents; or 3) withdrawn.

13.2 The COUNTY may authorize minor changes or alterations in the Work not involving extra cost or time and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alterations authorized by the COUNTY entitles it to an increase in the Contract Price or extension of Contract Time, it shall treat the Field Order as a request for proposal and issue a proposal for the changes in Contract Price and Contract Time prior to proceeding with the

Work covered in the Field Order. The procedures outlined in the Contract Documents shall then be followed. Acceptance of the Final Payment by the CONTRACTOR shall constitute acknowledgment by the CONTRACTOR that all payments due for modifications required under Field Orders have been incorporated into the Final Payment.

13.3 Additional Work performed by the CONTRACTOR without authorization of a written Change Order will not entitle it to an increase in the Contract Price or an extension of the Contract Time.

13.4 It is the CONTRACTOR'S responsibility to notify its Surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly. The CONTRACTOR shall furnish proof of such adjustment to the COUNTY.

13.5 The COUNTY may, at any time, without notice to the Surety, by Field Order or by properly executed Change Order, make any change in the Work within the general scope of the Contract Documents, including but not limited to changes:

A. in the Drawings and designs, and Specifications;
B. in the method or manner of performance of the Work;
C. in the COUNTY -furnished facilities, equipment, materials, services or site; or
D. directing acceleration in the performance of the Work.

13.6 Except as herein provided, no order, statement, or conduct of the COUNTY shall be treated as a Change Order or Field Order or entitle the CONTRACTOR to an equitable adjustment hereunder.

13.7 No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

13.8 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price, except for additional design services, shall be determined in one of the following ways at the sole discretion of the COUNTY:

A. where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved;
B. by negotiated lump sum; or
C. cost plus. If this option is selected, COUNTY reserves the right to request any and all documentation from CONTRACTOR in support of its foregoing actual costs, and CONTRACTOR agrees promptly to supply such information.

13.9 For changes in the Work performed by CONTRACTOR’s own forces, CONTRACTOR shall be entitled to a percentage mark-up for actual costs as defined in Section 1 of ten (10) percent.

13.10 For changes in the Work performed by subcontractors, (a) the subcontractor shall be entitled to mark-up the cost of the change(s) by ten (10) percent, and (b) the CONTRACTOR shall be entitled to mark-up the subcontractor’s total by five (5) percent.

ARTICLE 14
MATERIALS, EQUIPMENT AND WORKMANSHIP; SUBSTITUTIONS

14.1 Only new, unused items of recent manufacture, of designated quality, free from defects, will be accepted. Rejected items shall be removed immediately from the Work and replaced with items of specified quality. Failure by COUNTY to order removal of rejected materials and equipment shall not relieve CONTRACTOR from responsibility for quality of the materials supplied nor from any other obligation under the Contract Documents.

14.2 No Work defective in construction or quality, or deficient in meeting any requirement of the Contract Drawings and Specifications will be acceptable regardless of COUNTY'S failure to discover or to point out defects or deficiencies during construction; nor will the presence of field representatives at the Work or the satisfaction of the WORK meeting applicable code requirements relieve CONTRACTOR from responsibility for the quality and securing progress of Work as required by the Contract Documents.

14.3 Prior to proposing any substitute item, CONTRACTOR shall satisfy itself that the item proposed is, in fact, equal or better to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of such item will be in COUNTY'S interest, and will in no way have a detrimental effect upon the Project completion date and schedule.

14.3.1 The burden of proof of equality of a proposed substitution for a specified item shall be upon CONTRACTOR. CONTRACTOR shall support its request with sufficient test data and other means to permit COUNTY to make a fair and equitable decision on the merits of the proposal. CONTRACTOR shall submit drawings, samples, data and certificates and additional information as may be required by the COUNTY for proposed substitute items as required by the Contract Documents.

14.3.2 Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. COUNTY will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified.

14.3.3 CONTRACTOR shall allow an additional 15 days for COUNTY'S review of substitutions. All requests for substitutions with submittal data must be made at least fifty (50) days prior to the time CONTRACTOR must order, purchase or release for manufacture or fabrication. Approval of a substitution shall not relieve CONTRACTOR from responsibility for compliance with all requirements of the Contract. CONTRACTOR shall coordinate the change with all trades and bear the expense for any changes in other parts of the Work caused by any substitutions.

14.3.4 If COUNTY rejects CONTRACTOR'S substitute item on the first submittal, CONTRACTOR may make only one additional request for substitution in the same category. Upon the second request, the CONTRACTOR shall be invoiced the expenses of the COUNTY allocable to the review of such submittal data. The foregoing amounts shall be deducted, as applicable, from the next succeeding partial payment to the CONTRACTOR, or from the final payment.

ARTICLE 15
COMPLIANCE

15.1 All work, labor, materials and equipment provided under this Agreement shall be performed in strict compliance with any and all applicable building and fire, life and safety codes and strictly in accordance with plans and specifications. CONTRACTOR must satisfy itself that the Contract Documents in fact comply with all applicable codes. CONTRACTOR shall notify COUNTY prior to commencement of Work of any requirement of the plans and specifications not in strict compliance with such codes. There will be no extra payment for compliance to existing codes or any item of interpretation regarding enforcement of existing codes. CONTRACTOR is representing by acceptance of this Agreement that it has thoroughly researched all applicable codes and regulations affecting this Project.

15.2 If, during the term of this Contract, there are any changed or new laws, ordinances or regulations not known or foreseeable at the time of signing this Contract which become effective and which affect the cost or time of performance of the Contract, CONTRACTOR shall immediately notify COUNTY in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Contract. Upon concurrence by COUNTY as to the effect of such changes, an adjustment in the Contract Price or time of performance will be made. If any discrepancy or inconsistency should be discovered between the Contract Documents and any law, ordinance, regulation, order or decree, CONTRACTOR shall immediately report the same in writing to COUNTY who will issue such instructions as may be necessary. However, it shall not be grounds for a Change Order that the CONTRACTOR was unaware of or failed to investigate the rules, codes, regulations, statutes, and all ordinances of all applicable governmental agencies having jurisdiction over the Project or the Work.

15.3 CONTRACTOR shall give all notices and at all times comply with all applicable laws, codes, ordinances, rules and regulations in effect during the time of performance of the Work.

15.4 CONTRACTOR shall deliver a product which will meet or exceed the Design Criteria package standards, provide a complete and functional facility including but not limited to all necessary interfaces between this facility and adjacent existing facilities, or anticipated future facilities. All built-in equipment, systems, controls, devices and finishes necessary for the efficient use and maintenance of the facility and its related site work, except as otherwise noted or clarified herein, shall be included in the Work.

ARTICLE 16
NON-DISCRIMINATION

CONTRACTOR covenants and agrees that the CONTRACTOR shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with the respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex, physical handicaps (except where based on a bona fide occupational qualification) marital status, race, color, religion, national origin or ancestry.

ARTICLE 17
DEFECTIVE WORK

17.1 Rejecting Defective Work. The COUNTY shall have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is

unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to final acceptance). Such parties shall also have authority to require special inspection or testing of the Work as such parties may individually or severally deem necessary, whether or not the Work is fabricated, installed or completed.

17.2 Correction of Defective Work. Upon presentation of a Defective Work Notice to the CONTRACTOR or CONTRACTOR'S Superintendent, the CONTRACTOR shall meet within twenty-four (24) hours with the COUNTY, and, at the sole option of COUNTY, the COUNTY'S representative, to discuss a work plan and timeline to correct the defective Work. The CONTRACTOR shall have no more than five (5) working days to begin corrective action and repairs in accordance with the agreed upon schedule; provided, however, all repairs to natural gas, telephone, radio, computer security, water, waste water, electric air conditioning services and all emergency services shall be commenced within twelve (12) hours of notification, or by 7:00 a.m. whichever is earlier, and CONTRACTOR shall complete the repairs in an expeditious manner befitting the nature of the deficiency. If the CONTRACTOR refuses to comply with the twenty four (24) hour meeting requirement, or the agreed upon correction schedule, the COUNTY has the right to do any of the following: (1) correct any Work so performed by the CONTRACTOR and deduct the expenses for doing so from the final payment due the CONTRACTOR, or (2) based on a good faith dispute in writing, hold back final payment due CONTRACTOR until such time as the Work is completed to the satisfaction of the COUNTY and in compliance with the Contract Documents. The COUNTY shall have the sole discretion to determine if the Work is satisfactory and in compliance with Contract Documents. The foregoing remedies are not exclusive, and the COUNTY reserves the right to pursue any and all other remedies it deems applicable.

ARTICLE 18
BONDS AND INSURANCE

18.1 Payment and Performance Bonds. The CONTRACTOR shall, upon execution and return of this Agreement to the COUNTY, furnish a Public Payment Bond and a Performance Bond, pursuant to §255.05, Florida Statutes, in at least an amount equal to the Contract Price, for any Contract over $200,000, covering the faithful performance of this Agreement and all CONTRACTOR'S faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. The Bonds shall be recorded at the Martin County Clerk of the Circuit Court's Office at the CONTRACTOR'S expense. The Surety must be included in the most recent United States Department of the Treasury List of Acceptable Sureties, authorized to issue surety bonds in Florida, and which maintains a surety rating of "A-" or better. A complete copy of the fully executed Payment Bond shall be posted in a conspicuous place at the Project site. If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its authorization to do business in the State of Florida is terminated or it ceases to be listed on the United States Department of Treasury List of Acceptable Sureties, or its surety rating ceases to be an "A-" or better, CONTRACTOR shall within five (5) days thereafter substitute another Payment Bond, Performance Bond, and Surety, each of which shall be in accordance with the Contract Documents and acceptable to COUNTY . An action to enforce any claim against a payment bond must be brought within one year from the last furnishing of labor, services, or materials, or as otherwise stated in §95.11 (5)(e). An action to enforce any claim against a performance bond must be brought within five years in accordance with §95.11(2)(b), and applicable case law.

18.2 Insurance

18.2.1 Certificate of Insurance. One (1) certified true copy of the policy/policies must be furnished by CONTRACTOR to COUNTY prior to commencement of any demolition, Site Work, Site preparation or construction Work. The Certificate(s) of Insurance must indicate Martin County Board of County Commissioners as Additional Insureds on all policies except Workers Compensation. The statement "Additional Insureds" is to be listed in the Description Block of the Insurance Certificate along with the Project name. The indication that Martin County Board of County Commissioners is a Certificate Holder is not sufficient for this issue. The Additional Insured endorsement must be attached to the Certificate of Insurance and shall include coverage for Completed Operations (should be ISO CG20101184 or CG20371001 and CG20100704) under the General Liability policy.

18.2.2 General Insurance Requirements. CONTRACTOR and, where designated, each of its subconsultants, Professionals, and subcontractors shall obtain and maintain during the full duration of Work required under this AGREEMENT, and through any period of limitation allowed by law for actions for personal injury, bodily injury, disease, death, property damages and other losses or damages required to be insured hereunder, the following insurance coverages, in the type, amounts, terms and in conformance with the following minimum requirements.

A. All policies and endorsements shall be issued on Insurance Service Office (ISO) forms or on forms providing broader and no less restrictive coverage. Notwithstanding the foregoing, the form and content of all policies and endorsements must be acceptable to the COUNTY All insurance carriers must carry an A.M. Best Rating of A:IX or better and coverage should apply on a Primary and Noncontributory basis. At the discretion of the COUNTY, other coverage types and /or specific endorsements may be required depending upon the type and scope of work to be performed. All insurance must be acceptable by and approved by the COUNTY as to form and types of coverage.

B. The policy(s) shall provide for 30 days prior written notice to the COUNTY, by registered or certified mail, if cancellation or any change that will reduce the coverages required herein.

C. The policy(s) shall be written for the estimated construction Work, commencing with the initial demolition, Site Work or Site preparation and ending at the Final Completion date, and shall contain an endorsement providing for extension of the policy(s) for up to two (2) years. The Products and Completed Operations portions of the General Liability shall extend for a period of ten (10) years after the Final Acceptance of the Project by the COUNTY and shall include an "Additional Insured" endorsement.

D. All liability polices required herein shall be written on an occurrence basis.

E. The policies shall name the COUNTY , its commissioners and staff as additional insureds(including Completed Operations coverage under the General Liability) as their interest may appear under this Agreement.

F. All insurers shall agree to waive all rights of subrogation against the COUNTY and each individual member of the Board of County Commissioners, Constitutional Officers or staff.

G. It is the responsibility of the CONTRACTOR to ensure any independent contractors and subcontractors utilized on the project also comply with these insurance requirements.

18.2.3 Premiums. The CONTRACTOR shall be solely responsible for payment of all premiums for insurance required under this Agreement and shall be solely responsible for the payment of all deductibles to which such policies are subject.

18.2.4 Specific Insurance Limits are as follows:

A. Workers' Compensation - The CONTRACTOR shall carry Workers' Compensation insurance on behalf of all employees who are required to provide a service under this Agreement, as required by Chapter 440, Florida Statutes and Employers Liability of limits no less than:

$ 500,000	each accident
$ 500,000	disease - policy limit
$ 500,000	each employee

Should the scope of work performed by CONTRACTOR qualify its employees for benefits under Federal Worker's Compensation Statute (i.e. Longshoreman & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

B. Commercial General Liability – with limits of not less than:

$ 1,000,000	each occurrence
$ 1,000,000	personal/advertising injury
$ 2,000,000	products/completed operations (**per project** aggregate)
$ 2,000,000	general aggregate (**per project** aggregate)
$ 100,000	fire damage legal (any 1 fire)
$ 10,000	medical expense (any 1 person)

Coverage to include include bodily injury, property damage liability, personal and advertising injury, products and completed operations, fire damage legal liability and medical expense coverage. Contractual Liability is to be included to cover the hold harmless agreement set forth in the contract. Coverage is to extend to independent contractors and fellow employees. XCU coverage is to be included. Coverage is to include a cross liability or severability of interest provision as provided under the standard ISO form separation of insureds clause. There should be no "damage to your work" exclusion for work performed by subcontractors. Policy is to include coverage for pollution release at project location in which the insured is performing non-environmental operations. There shall be no exclusion for mold, silica or respirable dust or bodily injury or property damage arising out of heat, smoke, fumes or ash from a hostile fire. If the project involves environmental exposures, Environmental Impairment Liability coverage shall be maintained.

C. Automobile Liability - $1,000,000 Combined Single Limit coverage for all owned, hired, leased and non-owned vehicles.

D. Umbrella Liability - to include the Employers Liability, general liability and automobile in underlying policy schedule, with limits of not less than $1,000,000.

E. Hazardous Material - if the Work being performed involves hazardous

materials, the need to procure appropriate insurance coverage will be addressed in a contract modification. However, if hazardous materials are identified while carrying out this Agreement, no further Work is to be performed in the area of the hazardous material until the COUNTY has been consulted as to the need to procure and maintain such coverage.

F. Builders Risk – CONTRACTOR shall purchase and maintain Builder's Risk insurance in an amount equal to 100% of the completed value of the project (without coinsurance) including any amendments thereto. The CONTRACTOR will be solely responsible for payment of policy deductibles.

This insurance shall:

1. include the interests of COUNTY, CONTRACTOR, subcontractors, Design Professional, Design Professional's consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, windstorm/and hail, theft, vandalism and malicious mischief, flood, earthquake, collapse, debris removal, demolition and increased cost of construction,, water damage, backup of sewers and drains and such other perils or causes of loss as may be specifically required;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by COUNTY prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Design Professional;

5. allow for partial utilization of the Work by COUNTY;

6. include coverage for soft costs;

7. extend to foundations, excavations and other underground property;

8. include Pollution cleanup and removal;

9. include testing and startup; and

10. be maintained in effect until final payment is made unless otherwise agreed to in writing by COUNTY, CONTRACTOR, and Design Professional with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued; and

11. The COUNTY and CONTRACTOR waive all rights against each other and any of their subcontractors, agents and employees and the Design Professional, for damages caused by fire or other causes of loss to the extent covered by Builders Risk obtained pursuant to this Section or other property insurance applicable to Work, except as to proceeds of such insurance held by CONTRACTOR as fiduciary.

18.2.5 Waiver of Subrogation. CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent.

ARTICLE 19
PERFORMANCE GUARANTEE AND WARRANTY

19.1 All materials and equipment incorporated into any Work shall be warranted and guaranteed as new quality, and of the highest grade of quality for their intended use, and all Work shall be performed in good workmanship and shall be in accordance with all plans and specifications and industry standards. The Work shall be functionally sound, technically proficient, developed with structural integrity, shall exhibit high quality architectural principles, and shall be in compliance with all governing laws, regulations, applicable building codes, and applicable Florida Building Code. CONTRACTOR warrants all Work against defects for a period of one (1) year (unless longer guarantees or warranties are provided for elsewhere in the Contract or at law in which case the longer periods of time shall prevail) from the date of Substantial Completion, regardless of whether the Work was performed by CONTRACTOR or any of its subcontractors.

19.2 CONTRACTOR shall repair or replace the defective Work and cure such defect within 5 days of receipt of written notice unless otherwise agreed to by the COUNTY and CONTRACTOR in writing. CONTRACTOR warrants such repaired or replaced Work for a period of one (1) year from the completion of the warranty work or the warranty period specified, whichever is longer. Should CONTRACTOR fail to timely cure such defects, COUNTY may proceed to perform the work at CONTRACTOR'S expense and may invoice CONTRACTOR for all costs associated with the work.

19.3 CONTRACTOR agrees to require that all of its subcontractors, suppliers and materialmen provide warranties in their agreements at least sufficient to satisfy CONTRACTOR’S obligations in this Agreement; and CONTRACTOR shall assign all such warranties to the COUNTY as a condition precedent to the receipt of final payment. CONTRACTOR agrees to defend and indemnify COUNTY against all fees and costs should CONTRACTOR fail to obtain the warranty protections required herein.

19.4 For all equipment that has a manufacturer's warranty, the CONTRACTOR shall assign such warranty to the COUNTY. The manufacturer's warranty period shall be concurrent with the CONTRACTOR'S warranty to the COUNTY. In the event that the equipment manufacturer or supplier is unwilling to provide such a warranty, the CONTRACTOR shall obtain a 2-year equipment warranty commencing at the time of acceptance of the equipment by the COUNTY.

ARTICLE 20

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

20.1 Documents and Samples at the Site. From and after commencement of the Construction Work, the CONTRACTOR shall maintain at the site one record copy of the Construction Documents, and any and all amendments thereto, in good order and marked to record changes and selections made during the construction. In addition, the CONTRACTOR shall maintain at the site approved shop drawings, product data, samples and similar required submittals. These shall be provided to COUNTY upon completion of the Work.

20.2 Shop Drawings, Product Data and Samples.

20.3 Shop Drawings, Product Data, Samples and similar submittals are required to demonstrate the way the CONTRACTOR proposes to conform the construction to the Contract Documents.

20.4 The CONTRACTOR shall review and take appropriate action upon Shop Drawings, Product Data, Samples and similar submittals. COUNTY may, in its sole discretion, review and review Shop Drawings, Product Data, Samples and similar submittals for compliance with the Contract Documents; if COUNTY requests to review the same, COUNTY will review them within fifteen (15) business days. COUNTY's approval shall not be unreasonably delayed or denied.

20.5 Responsibility. The CONTRACTOR shall not be relieved of responsibility for the deviations from requirements of the Contract Documents by COUNTY'S approval of Shop Drawings, Product Data, Samples or similar submittals unless the CONTRACTOR has specifically informed COUNTY of such deviation at the time of the submittal and COUNTY has given written approval to the specific deviation. The CONTRACTOR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by COUNTY'S approval thereof.

ARTICLE 21
SAFETY

21.1 The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the COUNTY and Users who may be affected thereby. The CONTRACTOR shall set forth in writing its safety precautions and programs in connection with the Work and submit the same to the COUNTY for review. The COUNTY may, but shall not be obligated to, make suggestions and recommendations to the CONTRACTOR with respect thereto.

21.2 All Work, whether performed by the CONTRACTOR, its subcontractor or sub-subcontractors, or anyone directly or indirectly employed by any of them, and all equipment, appliance, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to:

1. all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health

Act of 1970 and the Trench Safety Act, as amended and all state, Martin County and, where the Project is located in a municipality, municipal, rules and regulations now or hereinafter in effect; and

2. all codes, rules, regulations and requirements of the COUNTY and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

21.3 Should the CONTRACTOR fail to provide a safe area for the performance of the Work or any portion thereof, the COUNTY shall have the right, but not the obligation, to suspend Work in the unsafe area. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be borne by the CONTRACTOR.

21.4 The CONTRACTOR shall provide, or cause to be provided, to each worker on the Work site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Work site who fails or refuses to use the same. The COUNTY shall have the right, but not the obligation, to order the CONTRACTOR to send a worker home for the day or to discharge a worker for his or her failure to comply with safe practices, with which order the CONTRACTOR shall promptly comply.

21.5 Emergencies. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the COUNTY, is obligated to act, at its discretion, to prevent threatened damage, injury or loss. If the CONTRACTOR believes that additional Work done by it in an emergency which arose from causes beyond its control entitles it to an increase in the Contract Price or an extension of the Contract Time, it may make a claim therefore as provided in the Contract Documents.

ARTICLE 22
PROTECTION OF WORK AND PROPERTY

22.1 CONTRACTOR shall, throughout the performance of the Contract, maintain adequate and continuous protection of all completed Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the COUNTY and third parties from loss or damage from whatever cause arising out of the performance of the Contract and shall comply with the requirements of the COUNTY and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to the property. COUNTY, its insurance carriers, or representatives may, but shall not be required to, make periodic patrols of the Work site as a part of its normal safety, loss control and security programs. In such event, however, the CONTRACTOR shall not be relieved of its aforesaid responsibilities and the COUNTY shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the CONTRACTOR by this Contract.

22.2 Before the CONTRACTOR disposes of any existing improvements or equipment which are to be removed as a portion of the Work, and for which disposition is not specifically provided for elsewhere in the Contract Documents, CONTRACTOR shall contact the COUNTY and determine if the removal items are to be salvaged. Items to be salvaged by the COUNTY shall be neatly stockpiled or stored in a neat and acceptable manner at the construction site easily accessible to the COUNTY. Equipment and materials which will not be salvaged by the COUNTY shall become the property of the CONTRACTOR to be removed from the site and disposed of in an acceptable manner. To the extent CONTRACTOR intends to temporarily

store materials at a site near or adjacent to the Project site prior to ultimate removal or disposal, CONTRACTOR must first obtain written authorization from the COUNTY, as well as the property owner.

22.3 Preservation of Trees. Those trees which are designated on the Drawings for preservation shall be carefully protected from damage. The CONTRACTOR shall erect and maintain such protections such as barricades, guards, and enclosures as is necessary for the protection of the trees during all construction operations. CONTRACTOR shall replace any and all trees damaged during construction activities (other than trees specified to be removed) at no expense to the COUNTY.

22.4 Preservation of Private Property. The CONTRACTOR shall exercise extreme care to avoid unnecessary disturbance of private property as applicable. Trees, shrubbery, gardens, lawn and other landscaping that must be removed shall be replaced and replanted to restore the construction easement to the condition existing prior to construction. All soil preparation procedures and replanting operations shall be under the supervision of a nurseryman experienced in such operations. Any vegetation requiring relocation, temporary or otherwise, which is damaged or destroyed, shall be replaced at no cost to the COUNTY. CONTRACTOR shall replace any and all such vegetation damaged during construction activities (other than vegetation specified to be removed) at no expense to the COUNTY.

22.5 Until final acceptance of the Work by the COUNTY pursuant to this Contract, the CONTRACTOR shall have full and complete charge and care of and, except as otherwise provided in this subparagraph, shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (specifically including COUNTY -furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) from any cause whatsoever.

22.6 Manholes, fire alarms, etc., shall not be obstructed by CONTRACTOR. CONTRACTOR is to make no connections to or operate valves on water mains or otherwise interfere with the operation of the water system, without first giving written approval from the appropriate governmental entity.

ARTICLE 23
UTILITY COORDINATION

23.1 The CONTRACTOR shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, cable television, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith, that are encountered in the Work in order that such items may be properly shored, supported and protected, or the CONTRACTOR shall be solely responsible for coordinating their relocation. The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of its Work, shall permit entrance of such parties on the Work site in order that they may perform their necessary Work, and shall pay all charges and fees made by such parties for this Work. The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to Work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

23.2 At all points where the Work constructed by CONTRACTOR connects to existing utilities and services, the actual Work of making the necessary connection to the existing service or utility shall be arranged for by CONTRACTOR at no expense to COUNTY (unless specifically indicated otherwise). Services and utilities included within (but not limited to) this responsibility are roads, ditches, electrical, sewer, mechanical utilities, water, fencing, etc. Connections shall be made at a time that will result in the least possible interference with existing services.

23.3 High-Voltage Electric Lines. Contractor must visually survey the area and take the necessary steps to identify all high-voltage electric lines overhead and underground prior to commencing construction to determine whether the construction of any proposed improvements will bring any person, tool, machinery, equipment or object closer to local electric utility's power lines than the OSHA-prescribed limits. If necessary, CONTRACTOR must make arrangements with local electric utility to either deenergize and ground the facilities or relocate them. CONTRACTOR must do this before allowing any construction near power lines. If it is necessary for Contractor or subcontractor to operate or handle cranes, digging apparatus, draglines, mobile equipment, or any other equipment, tools or materials in such a manner that they might come closer to underground or overhead power lines than is permitted by local, state or federal regulations, CONTRACTOR or subcontractor must notify local electric utility in writing of such planned operation prior to the commencement thereof and make all necessary arrangements with the local electric utility in order to carry out the work in a safe manner. Any work in the vicinity of the electric lines should be suspended until these arrangements are finalized and implemented. The CONTRACTOR shall be required to complete a "Notification of FPL Facilities" form prior to the commencement of Work.

ARTICLE 24
HAZARDOUS MATERIALS

CONTRACTOR shall obtain all required Federal, State and local permits and licenses and shall be responsible for the safe and proper handling, transporting, storage and use of any explosive or hazardous materials brought onto or encountered within the site, and at its expense, make good any damage caused by its handling, transporting, storage and use. The CONTRACTOR will notify the COUNTY immediately if explosive or hazardous materials are encountered on the Project site. Transporting explosive or hazardous materials onto the site will require prior written approval from the COUNTY. CONTRACTOR shall maintain and post as necessary Material Hazard Data Sheets for all applicable Hazardous Materials used in the course of its work. In the event that hazardous material is improperly handled or stored by the CONTRACTOR, its subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the site, CONTRACTOR shall immediately notify the COUNTY and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at the CONTRACTOR'S sole cost and expense.

ARTICLE 25
AUDIT

The CONTRACTOR agrees that the COUNTY, or any of its duly authorized representatives shall have access to and the right to examine any and all books, documents, papers, and records of the CONTRACTOR, and may at its option conduct an audit of the CONTRACTOR'S financial books and records concerning this Project. The CONTRACTOR agrees that payment(s) made under this Agreement shall be subject to reduction for amounts

charged thereto which are found on the basis of audit examination to constitute non-allowable costs under this Agreement. The CONTRACTOR shall promptly refund by check payable to the COUNTY the amount of such reduction of payments. All required records shall be maintained until the later of an audit is completed and all questions arising therefore are resolved, or six (6) years after completion of the Work and issuance of the final completion certificate.

ARTICLE 26
PUBLIC RECORDS

26.1 The CONTRACTOR shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically Contractor shall:

26.1.1 Keep and maintain public records required by the County to perform the Agreement.

26.1.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

26.1.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the County.

26.1.4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the CONTRACTOR or keep and maintain public records required by the County to perform the Agreement. If the CONTRACTOR transfers all public records to the County upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

26.1.5 All blueprints, schematics and design drawings received by the CONTRACTOR from the COUNTY shall not be re-copied or forwarded to another party unless documented permission has been received by COUNTY. Documents shall be documented as retained, returned, or destroyed by CONTRACTOR accepting said documents. In accordance with the Florida Public Records Act, these documents are exempt from Public Disclosure as described in 119.071, Fla. Stat., general exemptions from inspection or copying of public records.

26.2 **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO**

THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 419-6959, public_records@martin.fl.us**, 2401 SE MONTEREY ROAD, STUART, FL 34996.**

26.3 Failure to comply with the requirements of this Article shall be deemed a default as defined under the terms of this Agreement and constitute grounds for termination.

ARTICLE 27
ASSIGNMENT

27.1 CONTRACTOR shall not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without previous written consent of the COUNTY and SURETIES.

27.2 If for any reason the COUNTY terminates its agreement with the CONTRACTOR, the CONTRACTOR hereby assigns this Agreement to the COUNTY. CONTRACTOR shall include in each of its subcontracts language that requires its Subcontractors to agree to such assignment and to perform their responsibilities and to fully complete the work required by this Contract directly for the COUNTY.

ARTICLE 28
ATTORNEY'S FEES AND COSTS

28.1 In the event the CONTRACTOR defaults in the performance of any of the terms, covenants and conditions of this Agreement, the CONTRACTOR agrees to pay all damages and costs incurred by the COUNTY in the enforcement of this Agreement, including reasonable attorney's fees, expert fees, court costs and all expenses, even if not taxable as court costs, including, but not limited to any costs from any state court or federal court proceedings, whether in a trial court or in an appellate court.

28.2 Except as otherwise provided in this Agreement, the parties expressly agree that each party will bear its own attorney’s fees incurred in connection with this Agreement.

ARTICLE 29
NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing in at least one of the following methods:

(a) Certified United States Mail, postage prepaid, return receipt requested; or

(b) Overnight courier, such as by FedEx or UPS, with a request for receipt acknowledgment; or

(c) Hand-delivery to a person authorized to accept delivery of notice with a request for a receipt acknowledgment; or

(d) Email if and only if agreed to in advance by COUNTY and CONTRACTOR in writing specifying the email addresses, and if so agreed, the email shall a request receipt acknowledgement.

The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR COUNTY:

Purchasing Division
Martin County
2401 SE Monterey Rd.
Stuart, FL 34996

WITH A COPY TO:

County Attorney
Martin County
2401 SE Monterey Rd.
Stuart, FL 34996

FOR CONTRACTOR:

CONTRACTOR shall be required to notify the County, in writing, whenever there is a change in the address of CONTRACTOR (to the place) for which notice is to be sent (giving notice), as required in this section. In the event CONTRACTOR fails to maintain a current address on record with the County as required herein, County shall be deemed to have notified CONTRACTOR by using the last known address on record and County shall not have any responsibility or obligation to investigate the validity of the address that CONTRACTOR has provided. As a result, CONTRACTOR agrees to hold County harmless and defend same for any action or occurrence or non-occurrence as a result of CONTRACTOR not receiving notice due to CONTRACTOR's failure to update its address for notification.

All notices sent in accordance with this section shall be deemed to be effective upon receipt or refusal of same unless otherwise expressly provided in this Agreement.

ARTICLE 30
RESOLUTION OF CLAIMS AND DISPUTES; CERTIFIED CLAIMS

30.1 Mediation. As a condition precedent to the filing of any legal proceedings, the parties shall endeavor to resolve claim disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the COUNTY shall select the mediator, who, if selected solely by the COUNTY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediator. If a party fails to comply with this section, including, but not limited to, filing a lawsuit without mediating before filing the lawsuit, the party in violation shall be liable for the

reasonable attorneys' fees and costs of the other party in enforcing this provision, and such amounts shall be awarded by the Court.

30.2 Law, Jurisdiction, Venue, Waiver of Jury Trial. This agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Nineteenth Judicial Circuit in and for Martin County, Florida. If any claim arising from, related to or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HERETO EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO AN ADVISORY JURY. If a party fails to withdraw a request for jury trial or for an advisory jury in a lawsuit arising out of this agreement after written notice by the other party of a violation of this section, the party making the request for jury trial or advisory jury shall be liable for the reasonable attorneys' fees and court costs of the other party in contesting the request for jury trial or advisory jury, and such amounts shall be awarded by the Court in adjudicating the motion.

30.3 Certified claims. If CONTRACTOR submits a claim seeking an increase in the Contract Price or an increase in the Contract Time for substantial or final completion or both, upon the request of the COUNTY in its sole discretion, CONTRACTOR shall, within thirty (30) days, submit to COUNTY a "certified claim," that is, a claim made in writing under oath by a person duly authorized by the CONTRACTOR, and shall contain a statement that:

(i) The claim is made in good faith;

(ii) The claim's supporting data are accurate and complete to the best of the person's knowledge and belief;

(iii) The amount of the claim accurately reflects the amount that the claimant believes is due from the COUNTY; and

(iv) The certifying person is duly authorized by the claimant to certify the claim.

FAILURE TO PROVIDE THE REQUESTED CERTIFICATION WITHIN THE PRESCRIBED PERIOD OF THIRTY (30) DAYS SHALL CONSTITUTE A FORFEITURE OF THE ENTIRE CLAIM.

30.4 False, fraudulent, or inflated claim. If a court finds a certified claim is false, fraudulent, or inflated, whether in whole or in part, CONTRACTOR shall:

(i) Be liable to the COUNTY for an amount equal to three (3) times the amount of the claim that is false, fraudulent, or inflated;

(ii) Immediately, fully, and irrevocably forfeit the entire amount of the claim;

(iii) Be liable to the COUNTY for all costs and fees (including, without limitation, reasonable attorneys' fees, court costs, expert fees, and consulting fees) incurred by the COUNTY to review, defend, and evaluate the claim; and

(iv) Be subject to debarment from COUNTY contracting for a period not to exceed five (5) years.

30.5 Innocent claimant, notice. Notwithstanding the foregoing, CONTRACTOR is an innocent claimant and not liable for a false, fraudulent, or inflated claim if CONTRACTOR submitted a certified claim to the COUNTY reasonably believing that such claim was free of any material misstatements, or any exaggerated, inflated, or unsubstantiated assertions or damages and had no reasonable basis to doubt the truth, veracity, or accuracy of such claim at the time it was submitted, and within fifteen (15) days of discovering the falsity of the claim, took immediate steps to modify, correct, or withdraw such claim and provided the COUNTY with immediate written notice thereof.

ARTICLE 31
MISCELLANEOUS

31.1 Taxes. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The CONTRACTOR shall not be exempt from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials. The CONTRACTOR shall be responsible for payment of all federal, state, and local taxes and fees applicable to the Work and same shall be included in the Contract Price.

31.2 Pledge of Credit. The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of the Agreement.

31.3 Entirety of Agreement. All prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein are merged into this Agreement. No modification, amendment or alteration of this Agreement may be made unless made in writing pursuant to the terms of this Agreement.

31.4 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, then the remaining provisions survive and are fully binding and enforceable.

31.5 Copies. Multiple copies of this Agreement may be fully executed by all parties, each of which shall be deemed to be an original. Faxed, photostatic, or electronically scanned copies of the fully executed Agreement shall be as effective and authentic as the original for any purpose including but not limited to the enforcement of any provision of this Agreement.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this Agreement as of the last date written below.

SAMPLE

CONTRACT # (i.e. RFB2021-1234)
CONTRACT NAME (must match name on Contract)
WORK ORDER NO._____

Pursuant to that certain Contract ("**Contract**") between Martin County ("**County**") and _____ ("**Contractor**") dated _____, **Contractor** hereby agrees to provide the services specified on Exhibit "A", under the terms and conditions and at a cost of $_____ all as more specifically described in Exhibit "A", attached hereto and incorporated by this reference. The terms of the **Contract** shall be deemed to be incorporated in each individual Work Order as if fully set forth herein.

Substantial Completion Time:	_____ calendar days
Final Completion Time:	**30** calendar days upon issuance of the Punchlist *(Pursuant to Section 218.735, Florida Statutes)*
Liquidated Damages:	**$_____** per day

IN WITNESS WHEREOF, the **County** and the **Contractor** have executed this Work Order effective this _____ day of _____ 20_____.

(CONTRACTOR NAME)	**BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA**
_____	_____
(Name) (Title)	Department Director Name Title

Work orders $200,000 or greater (or otherwise indicated)

Payment & Performance Bonds shall be recorded in the public records of Martin County. **A certified copy of completed and recorded bonds must be delivered to and accepted by the County (Attn: Purchasing Division / pur_div@martin.fl.us) prior to commencement of the Work.** Bond premiums shall be paid by Contractor. Bonds shall be on the form provided by the County and written through a licensed agency that fulfills the requirements of §287.0935, Fla. Stat.

CITY OF COCOA

BID TABULATION SHEET

BID DUE DATE: July 8, 2026 3:00 P.M.

PROJECT NUMBER: WS26BS – Booster Station Demolition Project

VENDOR	BID AMOUNT
Lawrence Lee Construction Services, Inc.	$235,500
Razorback, LLC	$502,000
TLC Diversified, Inc.	No Bid

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/24/2026

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

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

PRODUCER
Acrisure Southeast Partners Insurance Services, LLC
1317 Citizens Blvd
Leesburg FL 34748

License#: BR-1796553

CONTACT NAME: Britney King
PHONE (A/C, No, Ext): 800-845-8437 **FAX (A/C, No):**
E-MAIL ADDRESS: BrKing@acrisure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Amerisure Insurance Company	19488
INSURER B : Amerisure Mutual Insurance Company	23396
INSURER C : Aspen American Insurance Company	43460
INSURER D : Indian Harbor Insurance Company	36940
INSURER E :	
INSURER F :	

INSURED
Lawrence Lee Construction Services, Inc
800 SE Lincoln Avenue
Stuart FL 34994

LAWRLEE-01

COVERAGES **CERTIFICATE NUMBER:** 877651470 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	GL21183410501	8/28/2025	8/28/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EACH EMPLOYEE	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	CA21183400401	8/28/2025	8/28/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0	Y	Y	CU21183420402	8/28/2025	8/28/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC21183430502	8/28/2025	8/28/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C D C	Installation Floater Prof/Poll Equipment Floater			IM00FK125 PEC200063801 IM00FK125	8/28/2025 8/28/2025 8/28/2025	8/28/2026 8/28/2026 8/28/2026	Limit at any one loc Leased/Rented Equip.	$ 100,000 $ 2,000,000 $ 200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as an additional insured including products and completed operations for general liability if required by written contract per form CG7324 0323, and an additional insured on the auto liability and umbrella when required by written contract. General Liability, Auto Liability and Umbrella are primary and non-contributory when required by written contract. Waiver of subrogation applies to general liability, auto liability, umbrella and employers liability when required by written contract. Umbrella extends over General Liability, Auto Liability and Workers Compensation policies. Cancellation 30-days' notice of cancellation applies except 10-days for non-payment of premium per policy terms and conditions.
RE: WO-001 Booster Station Demolition, Piggyback Construction Rider, Martin County Board of County Commissioners, RFQ2025-3682
See Attached...

CERTIFICATE HOLDER

City of Cocoa
65 Stone St.
Cocoa, FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jimmy Irwin

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Acrisure Southeast Partners Insurance Services, LLC	Lawrence Lee Construction Services, Inc 800 SE Lincoln Avenue Stuart FL 34994
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Certificate Holder is expanded to read: City of Cocoa and its engineer, the engineer's consultants, and their respective officers, directors, partners, employees and agents.

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GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than THREE

No. 0 22626

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JORGE BRACAMONTE	ALL OF	ALL
JESSIE SLOAN	ORLANDO, FLORIDA	$100,000,000
HALLIE MARTIN		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 23RD day of MAY , 2025 .

Attest GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

JOHN K. WEBSTER (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 23RD day of MAY , 2025 , before me personally appeared JOHN K. WEBSTER, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2030

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this day of , .

Assistant Secretary

CITY COUNCIL AGENDA ITEM

Memo Date:	July 28, 2026
Agenda Date:	August 11, 2026
File ID:	2026-651
Prepared By:	James Mitchell, Water Treatment Manager
Through:	John Walsh, Utilities Director
Requested Action:	Approve FAA CONTRACT NO: 69435Z-21-L-00152 with the Federal Aviation Administration to Lease Real Property at the Dyal Water Treatment Plant for a Remote Transmitter Receiver Facility Site

BACKGROUND:

The City owns real property at 28400 FL-520, Christmas, FL 32709, commonly known as the Dyal Water Treatment Plant (WTP). Several years ago, the City agreed to allow a Remote Transmitter Receiver (RTR) Facility Site to be installed on the Property for Federal Aviation Administration (FAA) use. In 2011, the City approved DTFAEN-12-L-00060 with the FAA to renew their lease at Dyal WTP. Upon expiration of the Contract, FAA has remained on the Property in annual increments pending negotiations with FAA to formally extend the Contract. The City Attorney and Utilities Director have negotiated FAA CONTRACT NO: 69435Z-21-L-00152 which extends the term of the Contract through 2031. In addition, the monthly rent is increased from the previous rent of $1,300 per year to $1,996 per year. Additionally, FAA has agreed to pay the City $1,760 to true up the rent which was agreed to for 2024.

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:

FAA Contract No: 69435Z-21-L-00152 results in the City receiving an additional $1,996 per year in rent proceeds through 2031. The City will also receive payment from FAA in the amount of $3,756 to true up the rent for 2024 and 2025.

PREVIOUS ACTION:

This contract succeeds DTFAEN-12-L-00060 and all other previous agreements between the parties for the property described in this document.

RECOMMENDED MOTION:

Approve FAA CONTRACT NO: 69435Z-21-L-00152 with the Federal Aviation Administration to Lease Real Property at the Dyal Water Treatment Plant for a Remote Transmitter Receiver Facility Site

OFF-AIRPORT LAND LEASE
Between
THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
And
CITY OF COCOA, FLORIDA

FAA CONTRACT NO: 69435Z-21-L-00152
ATID/FACILITY TYPE: Q7T/ RTR
LOCATION: BREVARD (COCOA), FL

1. Preamble (09/2021) 6.1.1

This Lease for real property is hereby entered into by and between City of Cocoa, Florida, hereinafter referred to as the Lessor and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the FAA.

2. Definitions (09/2021) 6.1.1-1

For purposes of this document, the following definitions apply;

Contract- refers to this legal instrument used to acquire an interest in real property for the direct benefit or use by the FAA. As used herein, contract denotes the document (for example- lease, easement, memorandum of agreement, or other legally binding agreement) used to implement an agreement between a lessor and a lessee.

Contractor- refers to the party(ies) receiving a direct procurement contract from the FAA and who is(are) responsible for performance of contract requirements. For purposes of this document, the contractor may also be called the Lessor, Permittor, Licensor, Grantor, Airport, or Offeror depending on the type of contract or the provision within the contract.

Government- refers to the United States of America acting by and through the Federal Aviation Administration (FAA). For purposes of this document, Government and FAA are interchangeable.

Real Estate Contracting Officer (RECO)- is a trained and warranted official who contracts for real property on behalf of the FAA. For purposes of this agreement, RECO is interchangeable with Contracting Officer (CO).

3. Succeeding Contract (09/2021) 6.1.2

This contract succeeds DTFAEN-12-L-00060 and all other previous agreements between the parties for the property described in this document.

4. **Lease Witnesseth (09/2021) 6.1.3**

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

5. **Description of Premises (09/2021) 6.1.4-3** This contract covers the following described property, hereinafter referred to as the premises and hereby consisting of:

REMOTE TRANSMITTER RECEIVER (RTR) FACILITY SITE

A parcel of land lying in Section 20, Township 24 South, Range 34 East, Orange County, Florida, being more particularly described as follows: Commence at an iron pipe in concrete monument at the Northeast comer of the Southwest 1/4 of the Northwest ¼ of said Section 20, and run South 89°05'32" West, along the north line of said Southwest ¼ of the Northwest ¼, a distance of 983.26 feet to an iron pipe at the intersection of said North Line with the easterly right-of-way line of Taylor Creek Road; thence South 18°52' 14" East, along said right-of-way line, a distance of 1345.74 feet to a nail and disk set in the centerline of an asphalt driveway, THE POINT OF BEGINNING; thence continue South 18°52'41" East, along said right-of-way line a distance of 95.21 feet to a pipe on the South Line of the Southwest ¼ of the Northwest ¼ of said Section 20; thence South 88°48'22" East along said South line a distance of 300.00 feet to an iron rod; thence North 20°26'00" West, parcel and 0.5 feet Westerly from an existing 6 foot chain link fence, a distance of 225.00 feet to an iron rod; thence North 88°48'22" West, parallel to said South line of the Southwest 1/4 of the Northwest¼, a distance of 149.36 feet to a nail and disk set in the aforesaid centerline of an asphalt driveway; thence South 19°05" 11" East, along said centerline, a distance of 21.05 feet to the Point of Curvature of a 55.00 foot radius curve to the right; thence Southwesterly along the ARC of said curve and along said centerline, through a central angle of 88°57'43", a distance of 85.40 feet to a POINT of TANGENCY; thence South 69°52'32" West, along said centerline, a distance of 81.68 feet to the POINT OF BEGINNING; containing 1.124 acres, and further shown on aerial photo, marked Exhibit “A”, and hereby made a part of this agreement for all intents and purposes.

A. Together with a right-of-way for ingress to and egress from the premises (for Government employees, their agents and assigns); a right-of-way for establishing and maintaining electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over said lands and adjoining lands of the contractor, and unless herein described otherwise, shall be reasonably determined by the Government as the most convenient route which shall not unreasonably interfere with Lessor’s utility operations and approved by the Lessor’s Utilities Director, which shall not be unreasonably withheld.

B. This contract includes the right of grading, conditioning, installing drainage facilities, seeding the soil of the premises, and the removal of all obstructions from the premises that may constitute a hindrance to the establishment and maintenance of Government facilities, provided that such activities do not unreasonably interfere with Lessor’s utility operations and approved by the Lessor’s Utilities Director, which shall not be unreasonably withheld.

C. The Government shall also have the right to make alterations, attach fixtures, erect additions,

structures, or signs, in or upon the premises hereby leased, provided that such alterations, attachments, additions, structures and signs do not unreasonably interfere with the Lessor's utility operations and are approved in writing by the Lessor's Utilities Director, such approval not to be unreasonably withheld. All alterations and additions are and will remain the property of the Government.

6. Purpose (09/2021) 6.1.5

It is understood and agreed that the use of the herein described premises shall be related to FAA's activities in support of the National Airspace System (NAS).

7. Legal Authority (09/2021) 6.2.1

This contract is entered into under the authority of 49 U.S.C. 106(l)(6) and (n), which authorizes the Administrator of the FAA to enter into contracts, acquisitions of interests in real property, agreements, and other transactions on such terms and conditions as the Administrator determines necessary.

8. Term (09/2021) 6.2.3

To have and to hold, for the term retroactively commencing on October 1, 2021 and continuing through September 30, 2031 inclusive, provided that adequate appropriations are available from year to year for the consideration herein.

9. Consideration (09/2021) 6.2.4

A. The Government shall pay annual rent, payable in ANNUAL, installments at the end of the Government's fiscal year per the following payment schedule:

Fiscal Years 2024: $1,760.00/yr.
Fiscal Years 2025 through 2031: $1,996.00/yr.

B. Payments shall be made in arrears without the submission of invoices or vouchers. Payments are due on the first business day following the end of the payment period. and are subject to available appropriations. The payments shall be directly deposited in accordance with the "Payment by Electronic Funds Transfer" clause in this contract. Payments shall be considered paid on the day an electronic funds transfer is made. If funds are not available or appropriated at the time payment is due, the payment shall be made at the next available time appropriations are made, if any.

C. Payment shall be made in full to: City of Cocoa, FL

D. The parties acknowledge that the Government has paid rent for the premises under prior Lease No. DTFAEN-12-L-00060.

10. Termination (01/2023) 6.2.5

The Government may terminate this contract at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate this contract by delivering a written notice specifying the effective date of the termination and shall pay the prorated amount of consideration for the number of days the Premises was occupied by the Lessee if terminated mid-year. The termination notice shall be delivered at least 30 days before the effective termination date. No costs shall accrue as of the effective date of termination.

11. Excuse (09/2021) 6.2.5-3

A. The Lessor will not be in default because of any failure to perform the requirements of this Lease under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Lessor.

B. Permissible causes for excuse are:
   i. acts of God (e.g., fires, floods, pandemics, epidemics, unusually severe weather, etc.),
   ii. acts of the public enemy,
   iii. acts of the Government in either its sovereign or contractual capacity,
   iv. pandemic, epidemic, or quarantine restrictions,
   v. strikes, and
   vi. freight embargoes. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Lessor.

C. Excuse will not be granted when:
   i. the Lessor had actual or constructive knowledge prior to the Lease Award Date that he/she could not perform in accordance with the requirements of the Lease contract;
   ii. the conditions of the property prevent performance for reasons unrelated to a Permissible Cause in Subsection B;
   iii. the Lessor, its employees, agents or contractors, by error or omission, fails to perform; or
   iv. the Lessor is unable to obtain sufficient financial resources to perform its obligations.

D. The RECO will ascertain the facts and extent of the failure. If the RECO determines that any failure to perform is excusable, the RECO will revise the delivery schedule subject to the rights of the Government under the default and termination clauses of this contract.

12. Binding Effect (09/2021) 6.2.6

The provisions of this contract and the conditions herein shall be binding upon, and for the benefit of, the parties and their successors and assigns. In the event of any sale or transfer of ownership of the property or any portion thereof, the Government will be deemed to have attorned to any purchaser, successor, assign, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the contractor under this contract establishing direct privity of estate and contract between the Government and said succeeding owner, with the same force, effect, and relative priority in time and right as if the contract had initially been entered into between such succeeding owner and

the Government.

13. Holdover (09/2021) 6.2.12

If after the expiration of the Lease, the Government shall retain possession of the premises, the Lease shall continue in full force and effect on a month-to-month basis. Payment shall be made in accordance with the Consideration clause of the Lease at the rate paid during the Lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the premises.

14. RE Clauses Incorporated by Reference (09/2021) 6.3.0

This solicitation or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the RECO will make the full text available, or the full text may be obtained via internet at https://fast.faa.gov/RPF_Real_Property_Clauses.cfm.

A. **Officials Not To Benefit (09/2021) 6.3.0-2**
B. **Assignment of Claims (09/2021) 6.3.0-3**
C. **Contracting Officer's Representative (09/2021) 6.3.0-4**
D. **Contingent Fees (09/2021) 6.3.0-5**

15. Title to Improvements (09/2021) 6.3.5

Title to the improvements constructed for use by the Government during the life of this Agreement shall be in the name of the Government.

16. Funding Responsibility for FAA Facilities (09/2021) 6.3.6

The Contractor and FAA agree that all Contractor requested relocation(s), replacement(s), or modification(s) of any existing or future FAA navigational aid or communication system(s) necessitated by Contractor improvements or changes will be at the expense of the Government/FAA. The Contractor may request the relocation of any FAA improvement for any reason and the FAA shall comply with such request within a reasonable time period requested by the Contractor which shall not exceed one year unless Contractor consents to such time period, provided that the Contractor may not require relocation to a new premises on Contractor's property that will result in the Government's existing improvements to become inoperable or substantially diminished in efficiency, as demonstrated by reasonably appropriate documentation evidencing the technological reasons why such proposed relocation would result in inoperability or substantially reduced efficiency of the improvements. The Contractor and the FAA shall endeavor to find a mutually acceptable new premises for relocation on the Contractor's property in the event that a relocation is requested by the Contractor. Any FAA requested relocation, replacement, or modifications shall be at the FAA's expense. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Contractor or the FAA, funding responsibility shall be the FAA's.

17. Changes (09/2021) 6.3.8

A. The RECO may at any time, by written order via a mutually agreeable Supplemental Agreement, make changes within the general scope of this Lease in any one or more of the following:

i. Work or services;
ii. Facilities or space layout;
iii. Amount of space/land;
iv. Any other change made within the scope of this lease.

B. If any such change causes an increase or decrease in the Lessor's cost or time required for performance under this lease, the RECO will modify this Lease to provide one or more of the following:

i. An equitable adjustment in the rental rate;
ii. A lump sum equitable adjustment;
iii. An equitable adjustment of the annual operating costs per rentable square foot; or
iv. An adjustment to the delivery date.

18. Failure in Performance (09/2021) 6.3.16

In the event the Contractor fails to perform a service, provide an item, or satisfy a requirement under this Contract, the Government may:

A. perform the service, provide the item, or satisfy the requirement itself, and abate the rent by its actual costs (including administrative costs) incurred in doing so,

B. not correct the Contractor's performance and abate the rent by an amount reasonably calculated to approximate the decreased value of the Contract arising from the Contractor's failure to perform, or

C. pursue termination of the contract under the "Termination" clause(s) in this Contract.

19. No Waiver (09/2021) 6.3.17

No failure by the Government to insist upon strict performance of any provision of this Contract or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.

20. Restoration (09/2021) 6.3.18

A. The Government shall surrender possession of the premises upon vacation of the premises. The Government at its option shall either:

i. Restore the premises to as good condition as that existing at the time of the Government's initial entry upon the premises under this contract or any preceding contract (ordinary wear and tear, damage by natural elements or by circumstances over which the Government has no control, excepted) or,

ii. The Government may also elect to offer abandonment of installed real property improvements in lieu of restoration or some combination of abandonment and restoration as determined by mutual agreement with the Contractor, so long as it is determined by the RECO to be in the best interests of the Government or,

iii. Make an equitable adjustment in the contract amount for the cost of such restoration of the premises or the diminution of the value of the premises if unrestored, whichever is less. Should a mutually acceptable settlement be made in accordance with paragraphs (i), (ii), or this paragraph, the parties shall enter into a supplemental agreement hereto effecting such agreement.

B. In the event that the Government has to make payment under this clause, such payments will not exceed appropriations available at the time of the restoration in violation of the Anti-Deficiency Act.

C. Nothing in this contract may be considered as implying that Congress will, at a later date, appropriate funds sufficient to meet the deficiencies.

21. Quiet Enjoyment (09/2021) 6.3.25

The Contractor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government’s use and enjoyment of said premises against third party claims.

22. Damage by Fire or Other Casualty or Environmental Hazards (09/2021) 6.3.26

If the premises is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the premises is untenantable as determined by the Government, the Government may agree to allow restoration/reconstruction, or may elect to terminate the contract, in whole or in part, immediately by giving written notice to the contractor and no further rental will be due. The Government shall have no duty to pay rent while the premises are unoccupied.

23. Interference (09/2021) 6.3.28

In the event that FAA operations interfere with the Contractor’s facility, the Contractor must immediately notify the RECO. The FAA will begin assessment of interference immediately upon notification and shall remedy the interference at the FAA’s own cost no later than thirty (30) days following notice of the interference. Should the FAA fail to remedy the interference, the Lessor may enter the Premises and remedy the interference and charge the costs thereof to the Government or may require the Government to relocate its facilities to a new premises on the Lessor’s property as provided in Section 16 above. If the Contractor or its facility interferes with the FAA’s equipment, the FAA may remediate the interference at its own cost, provided that, as stated in Section 5 above, all alterations,

attachment of fixtures, erection of additions, structures, or signs, in or upon the premises must not unreasonably interfere with the Lessor's utility operations and must be approved in writing by the Lessor's Utilities Director, which shall not be unreasonably withheld.

Notification under this clause must include the following information, if known:
A. type of interference,
B. the commencement date of the interference, and
C. the root cause of the interference.

24. Hold Harmless (09/2021) 6.3.30

In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act, 28 U.S.C. Ch. 17, the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

25. Compliance with Applicable Laws (01/2023) 6.3.31-1

This Contract shall be governed by federal law. The Contractor shall comply with all applicable federal, state, and local laws. The Government will comply with all federal, state, and local laws applicable to and enforceable against it, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government.

26. Examination of Records (09/2021) 6.3.32

The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative of either shall, until three (3) years after final payment under this contract, have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

27. Subordination, Nondisturbance and Attornment (09/2021) 6.3.33

A. The Government agrees, in consideration of the warranties and conditions set forth in this clause, that this contract is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this contract. Based on a written demand received by the RECO, the Government will review and, if acceptable, execute such instruments as the contractor may reasonably request to evidence further

the subordination of this contract to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable

to serve the premises or adjoining property owned in whole or in part by the contractor if such easement does not interfere with the full enjoyment of any right granted the Government under this contract.

B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this contract so long as the Government is not in default under this contract. Contractor will include in any future mortgage, deed of trust or other security instrument to which this contract becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Contractor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the RECO promptly upon demand.

C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the contractor under this contract, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the contract had initially been entered into between such purchasers or transferees and the Government; provided, further, that the RECO and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this contract, or other writings, as shall be necessary to document the foregoing relationship.

D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

28. Notification of Change in Ownership or Control of Land (10/2022) 6.3.34

If the Contractor sells, dies or becomes incapacitated, or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting the premises, the Government shall be notified in writing, of any such transfer or conveyance within 30 calendar days after completion of the change in property rights. Concurrent with the written notification, the Contractor or Contractor’s heirs, representatives, assignees, or trustees shall provide the Government copies of the associated legal document(s) (acceptable to local authorities) for transferring and/or conveying the property rights.

29. Integrated Agreement (09/2021) 6.3.36

This Contract, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Contract.

30. Unauthorized Negotiating (09/2021) 6.3.37

In no event shall the Contractor enter into negotiations concerning the premises with anyone other than

the RECO or his/her designee.

31. Contract Disputes (09/2021) 6.3.39

A. All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

B. The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile, or if permitted by Order of the ODRA, by electronic filing. A contract dispute is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.

C. Contract disputes are to be in writing and shall contain:

i. The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;
ii. The contract number and the name of the Contracting Officer;
iii. A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;
iv. All information establishing that the contract dispute was timely filed;
v. A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and terminated checks) attached, broken down by individual claim item and summarized; and
vi. The signature of a duly authorized representative of the initiating party

D. Contract disputes shall be filed at the following address:

i. For filing by hand delivery, courier or other form of in-person delivery:

Office of Dispute Resolution for Acquisition
Federal Aviation Administration
600 Independence Avenue SW., Room 2W100
Washington, DC 20591; or

For filing by U.S. Mail:

Office of Dispute Resolution for Acquisition
Federal Aviation Administration

800 Independence Avenue SW
Washington, DC 20591
[Attention: AGC-70, Wilbur Wright Bldg. Room 2W100]; or

Telephone: (202) 267-3290
Facsimile: (202) 267-3720
Alternate Facsimile: (202) 267-1293; or

ii. Other address as specified in 14 CFR Part 17.

E. A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

F. A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

G. After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

H. The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

I. The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made. Interest will not accrue for more than one year.

J. Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA website at http://www.faa.gov.

32. Clearing/Disposing of Debris (09/2021) 6.3.41

A. The Government shall notify the Contractor in writing ten (10) days prior to the start of any clearing of trees and/or brush and tree cuttings.

B. The Contractor grants the Government the right and privilege to enter upon the Contractor's land in order to cut, trim, tip, shape and maintain any trees situated within the premises and said cutting privilege granted to the Government shall include native grasses, scrub brush, and scrub to trees. Only those trees that are determined by the Government to interfere with the operation and proper function of the Government's facility will be subject to the Government's granted privilege. Coordination with the Contractor will be made prior to any cutting of any selected trees.

C. The Government agrees to dispose of all grass, brush, and tree cuttings by the Government's contractor. All tree logs, limbs, or branches 2 or more inches in diameter and 5 feet in length, shall be stacked in an area selected by the Lessor. The Government's disposal of debris, grass, branches, etc., shall comply with regulatory requirements.

33. Organizational Conflict of Interest (01/2023) 6.3.47

A. The offeror or Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (OCI), as defined in the FAA Acquisition Management System, "Organizational Conflicts of Interest (T3.1.7)", or that the Contractor has disclosed all such relevant information.

B. The offeror or Contractor agrees that if an actual or potential OCI is discovered after award, the Contractor must make a full disclosure in writing to the Contracting Officer. The disclosure must include a mitigation plan describing actions the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the actual or potential conflict. Changes in the Contractor's relationships due to mergers, consolidations or any unanticipated circumstances may create an unacceptable organizational conflict of interest which may necessitate disclosure.

C. The FAA reserves the right to review and audit OCI mitigation plans as needed after award, and to reject mitigation plans if the OCI, in the opinion of the Contracting Officer, cannot be avoided, or mitigated.

D. The Contracting Officer may terminate this contract for convenience in whole or in part, if it deems such termination necessary to avoid an OCI. If the Contractor was aware of a potential OCI prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate this contract for default, debar the Contractor from government contracting, or pursue such other remedies as may be permitted by law or this contract.

E. The Contractor further agrees to insert provisions which must conform substantially to the language of this clause including this paragraph (d) in any subcontract or consultant agreement hereunder.

34. System for Award Management - Real Property (SAM Waiver) (09/2021) 6.4.1

The System for Award Management (SAM) is the Government's required method to receive vendor information. However, you have been granted an exception to SAM and therefore must provide your initial payment information and any future changes to your payment information to the RECO on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this lease.

35. Payment by Electronic Funds Transfer (09/2021) 6.4.2

All payments by the Government under this Contract will be made by electronic funds transfer (EFT). The Government will make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing federal payments through the ACH are contained in 31 CFR Part 210. The Lessor is responsible for maintaining correct payment information with the Government. If the Lessor's EFT information is incorrect or outdated, the Government is not required to make payments to the Lessor until correct/current EFT information is submitted to the Government for payment distribution.

36. Hazardous Substance Contamination (09/2021) 6.8.1

The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's facilities covered by this contract. The Contractor agrees to remediate at its sole cost, all other hazardous substance contamination found on the FAA facility premises. The Contractor also agrees to hold the FAA harmless for all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities.

37. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (04/2022) 6.9.5

(a) Definitions. As used in this clause--

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China. Covered telecommunications

equipment or services means—
(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital

Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—
(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
(ii) For reasons relating to regional stability or surreptitious listening.
(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.
Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.
(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year

2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.6.4 A.17.e.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.6.4A.17.e. This prohibition applies to an entity that uses covered telecommunications equipment or services, including use not in support of the Government.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor must report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information. For indefinite delivery contracts, the Contractor must report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.

(2) The Contractor must report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor must describe the efforts it undertook to prevent use or submission of covered

telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
(e) Subcontracts. The Contractor must insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

38. Covered Telecommunications Equipment or Services- Representations (09/2021) 6.9.5-1

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" has the meaning per the "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment" clause in this contract.
(b) Procedures. The offeror must review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for covered telecommunications equipment or services.
(c) Representations.
1. The offeror represents that it _____ does, _____ does not **provide** covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
2. After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it _____ does, _____ does not **use** covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services.

39. Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (09/2021) 6.9.5-2

NOTE: The offeror must not complete the representation at paragraph (d)(1) in this provision if the offeror has represented that it does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(1). Additionally, The offeror must not complete the representation at paragraph (d)(2) in this provision if the offeror has represented that it does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(2).

PROVISION/CLAUSE:
(a) Definitions. As used in this provision--
Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause AMS clause 6.9.5, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibitions.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
Nothing in this prohibition will be construed to—

(i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential part of any system or as critical technology as part of any system. This prohibition applies to any entity that uses covered telecommunications equipment or services, including uses not in support of the Government.
Nothing in this prohibition will be construed to-
(i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannotpermit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures: The offeror must review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from Federal awards for covered telecommunications equipment or services.

(d) Representations.

(1) The Offeror represents that it [ ] will, [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that that it [ ]does, [ ]does not USE covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror must provide the additional disclosure information required at paragraph (e) if the Offeror indicates “does”.

(e) Disclosures. Disclosure for the representation in paragraph (d) (1) of this provision-
If the Offeror has responded “will” in the representation in paragraph (d) (1) of this provision, the Offeror must provide the following information as part of the offer:

(1) For covered equipment-
(i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known;
(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
(iii) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (1) of this provision;

(2) For covered services-
(i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable; or
(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
Disclosure for representation in paragraph (d) (2) of this provision. If the Offeror has responded "does" to paragraph (d)(2) of this provision, the offeror must provide the following information as part of the offer—

(3) For covered equipment-
(i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known;
(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable); and
(iii) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this provision.

(4) For covered services-
(i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

40. Notices (09/2021) 6.10.1

All notices/correspondence must be in writing, reference the Contract number, and be addressed as follows:

TO THE CONTRACTOR:
CITY OF COCOA,
FLORIDA

Attn: City Manager
65 Stone Street
Cocoa, Florida 32922

TO THE GOVERNMENT:
Federal Aviation Administration
Real Estate Branch, AAQ-910
1701 Columbia Avenue
College Park, Georgia 30337-2714

41. Signature Block (09/2021) 6.10.3

This Contract shall become binding when it is fully executed by both parties. In witness whereof, the parties hereto have subscribed their names as of the date shown below.

CITY OF COCOA, FLORIDA

By: _____
Print Name: Michael C. Blake
Title: Mayor
Date: _____

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

By: _____
Print Name: Rickey Bailey, Jr.

Title: Real Estate Contracting Officer
Date: _____

ATTACHMENTS/EXHIBITS:

Number	Title	Date	Number of Pages
1	**Public Authorization Certificate**		**1**
2	**Exhibit A – Aerial Photo**		**1**
3			
4			
5			

CERTIFICATE OF AUTHORIZATION

I, the undersigned, hereby certify that _____, who signed this
Insert Name of Individual who signed the contract

instrument on of behalf of _____ is in fact authorized to sign on behalf
Insert Contractor Name

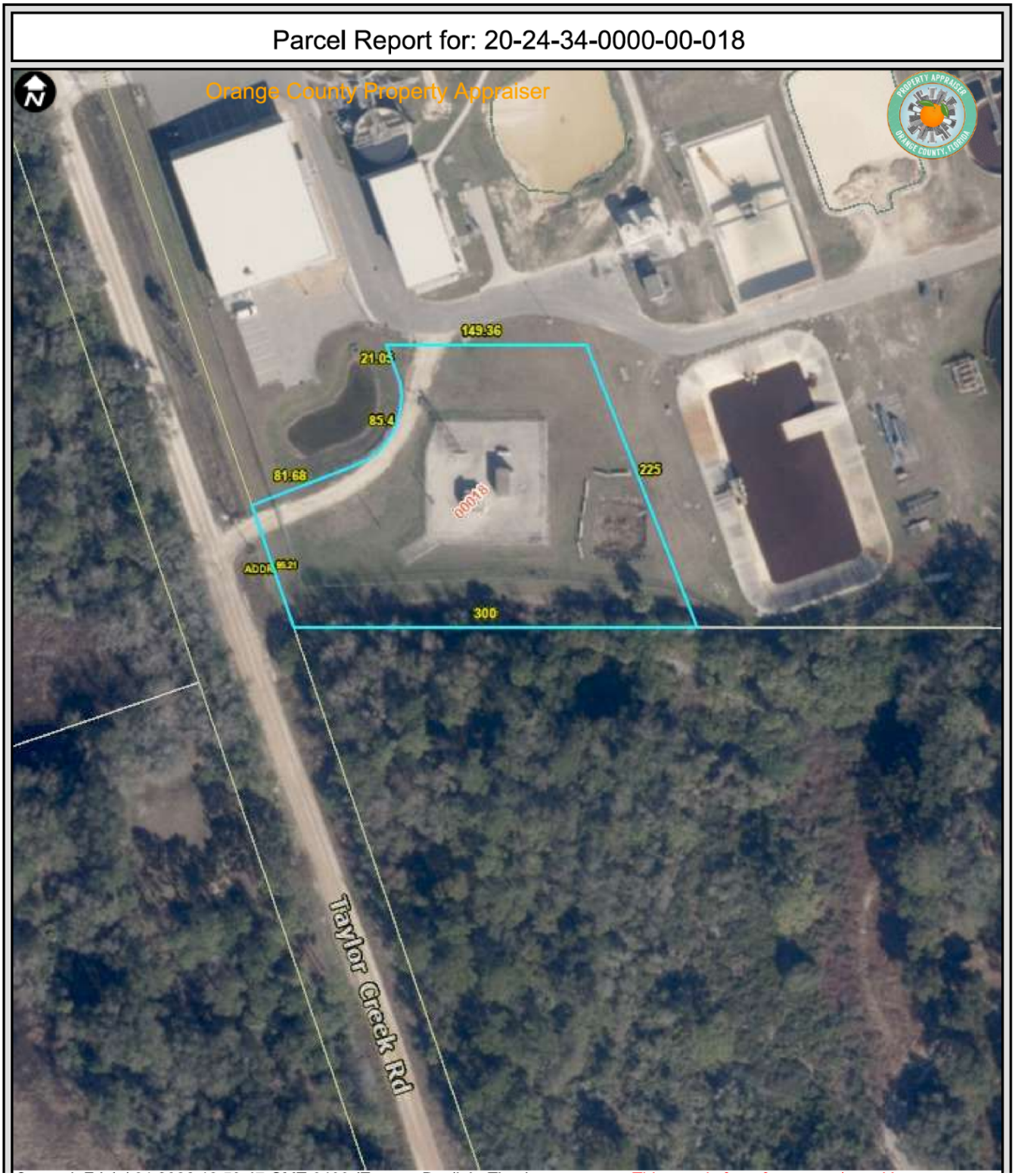
of _____ by authority of its governing resolution, and is within the
Insert Contractor Name

scope of its powers.

Print Name: _____ Print Title: _____
Signature: _____ Date: _____

**Note: the individual signing this certification cannot be the same person who signed the contract.*

Exhibit A


Parcel Report for: 20-24-34-0000-00-018
Orange County Property Appraiser
149.36
21.05
85.4
81.68
225
00018
ADDL 96.21
300
Taylor Creek Rd

U.S. Department of Transportation
Federal Aviation Administration

Southern Region
Logistics Division

P.O Box 20636
Atlanta, Georgia 30320-0636

October 3, 2011

Ms. Joan Clark, MMC
City Clerk
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Dear Ms. Clark:

Enclosed for your records is an executed copy of Federal Aviation Administration Lease DTFAEN-12-00060.

Your cooperation in the completion of this agreement is appreciated.

Sincerely,

Jack M. Williams
Sr. Realty Specialist
Acentia

Enclosures

Modified 09/15/2011

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

LAND LEASE OFF AIRPORT

Lease No: DTFAEN-12-L-00060

COCOA, FLORIDA

THIS LEASE is hereby entered into by City of Cocoa, Florida whose address is 65 Stone Street, Cocoa, Florida 32922 hereinafter referred to as the Lessor and the United States of America, hereinafter referred to as the Government. This lease shall become effective when it is fully executed by all parties. The terms and provisions of this lease, and the conditions herein, bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

WITNESSETH: The parties hereto, for the consideration hereinafter mentioned covenant and agree as follows:

LEGAL DESCRIPTION–REMOTE COMMUNICATIONS LINK REPEATER (RCLR)

1. **PREMISES (AUG-02):**

The Lessor hereby leases to the Government the following described property, hereinafter referred to as the premises:

A parcel of land lying in Section 20, Township 24 South, Range 34 East, Orange County, Florida, being more particularly described as follows: Commence at an iron pipe in concrete monumenting the Northeast corner of the Southwest ¼ of the Northwest ¼ of said Section 20, and run South 89°05'32" West, along the north line of said Southwest ¼ of the Northwest ¼, a distance of 983.26 feet to an iron pipe at the intersection of said North Line with the easterly right-of-way line of Taylor Creek Road; thence South 18°52'14" East, along said right-of-way line, a distance of 1345.74 feet to a nail and disk set in the centerline of an asphalt driveway, THE POINT OF BEGINNING; thence continue South 18°52'41" East, along said right-of-way line a distance of 95.21 feet to a pipe on the South line of the Southwest ¼ of the Northwest ¼ of said Section 20; thence South 88°48'22" East, along said South line a distance of 300.00 feet to an iron rod; thence North 20°26'00" West, parallel and 0.5 feet Westerly from an existing 6 foot chain link fence, a distance of 225.00 feet to an iron rod; thence North 88°48'22" West, parallel to said South line of the Southwest ¼ of the Northwest ¼, a distance of 149.36 feet to a nail and disk set in the aforesaid centerline of an asphalt driveway; thence South 19°05'11" East, along said centerline, a distance of 21.05 feet to the Point of Curvature of a 55.00 foot radius curve to the right; thence Southwesterly along the ARC of said curve and along said centerline, through a central angle of 88°57'43", a distance of 85.40

feet to a POINT of TANGENCY; thence South 69°52'32" West, along said centerline, a distance of 81.68 feet to the POINT OF BEGINNING; containing 1.124 acres, and further described in Drawing No. D-1760, dated 3/21/91, and hereby made a part of this agreement for all intents and purposes.

(a)Together with a right-of-way for ingress to and egress from the premises;(For Government Employees, their Agents and Assigns) a right-of-way for establishing and maintaining a pole line or pole lines for extending electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over said lands and adjoining lands of the Lessor, and unless herein described otherwise, to be by routes reasonably determined to be the most convenient to the Government.

(b) And the right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of Government facilities.

(c) And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which alterations, fixtures, additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government.

2. TERM (AUG-02):

To have and to hold, for the term commencing October 1, 2011 and continuing through September 30, 2021 inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.

3. DAY TO DAY LEASE EXTENSION (AUG-02):

The Government may continue to occupy the premises for a period not to exceed 180 days after the end of the occupancy period covered by the basic lease term and any options that have been exercised. In such event, the rent shall accrue on a daily basis at the rate equal to one-thirtieth of the monthly rent of the last previously due monthly rent, until one of the following events occurs: (1) the 180 days expires: (2) a new lease commences, (3) the Government acquires a fee simple interest in the property or (4) the Government vacates the leased premises; whichever occurs first. The accrued rent computed on a daily basis shall be due and payable in arrears at the end of each month until the amount accrued by the end of the month has been fully paid.

4. CONSIDERATION (AUG-02):

The Government shall pay the Lessor rental for the premises in the amount of One Thousand Three Hundred Dollars ($1300.00) per year during the lease period. Payments

shall be made in arrears at the end of each fiscal year (September 30) without the submission of invoices or vouchers. The payments shall be made to: City of Cocoa and sent to: 65 Stone Street, Cocoa, Florida 32922 or directly deposited in accordance with the Electronic Funds Transfer (EFT) Payment clause in this lease. Payments shall be considered paid on the day a check is dated or an electronic funds transfer is made.

5. CANCELLATION (AUG-02):

The Government may terminate this lease, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate by delivering to the Lessor a written notice specifying the effective date of the termination. The termination notice shall be delivered by registered mail; return receipt requested and mailed at least sixty (60) days before the effective termination date.

6. PAYMENT BY ELECTRONIC FUND TRANSFER (OCT-06):

A. Method of payment.

1. All payments by the Government under this contract will be made by electronic funds transfer (EFT), except as provided in paragraph (a) (2) or (a) (3) of this lease. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer. Payment information transfer refers to the payment information normally sent with a payment to assist the contractor in associating the payment to specific contracts.

2. In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either:

a. Accept payment by check or

b. Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

3. In the event that the Contractor is granted a waiver from EFT under the exceptions as provided for in FAA AMS Section T3.3.1.A-7, the Government payments will be made by check. A waiver from EFT is not permanent, and the Contractor must register for EFT when the circumstances that justified the waiver change.

B. Contractor's EFT information. The Government will make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor will be responsible for providing the updated information to the CCR database (Reference Clause, "Central Contractor Registration - Real Property"). If the Contractor is granted an exemption from CCR, the contractor will follow the requirements of alternate clause "Contractor Payment Information - Non-CCR".

C. Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the

National Automated Clearing House Association, or the Fed wire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

D. Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government is not required to make payments to the Contractor under this contract until correct EFT information is entered into the CCR database, and any invoice or contract financing request submitted during this period of noncompliance will be deemed not to be a proper invoice for the purpose of prompt payment under this contract. In such instances, the late interest payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

E. Liability for incomplete or erroneous transfers.

1. If an incomplete or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for,

(i) Making a correct payment;

(ii) Paying any late payment penalty due; and

(iii) Recovering any erroneously directed funds.

2. If an incomplete or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and,

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government will make payment under the provisions of paragraph (d)) "Suspension of Payment".

F. EFT and payment terms. A payment will be deemed to have been made in a timely manner in accordance with the payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

G. EFT and assignment of claims. If the Contractor assigns the proceeds of this contract, as provided for in the assignment of claims terms of this contract, the Contractor will require that the assignee register separately in the CCR database and that the assignee agree that payments will be made by EFT in accordance with the terms of this clause. The requirements of this clause will apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor or the CCR registered assignee is incorrect EFT information within the meaning of paragraph (d) "Suspension of Payment" clause.

H. EFT and Change of Name or Ownership Changes. If the Contractor transfers ownership of the property under lease or changes its business name, it will follow the requirements of section (g) of clause, "Central Contractor Registration - Real Property".

I. Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

J. Payment information. The accounting office will forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. The Contractor can obtain detailed payment information by registering for the US Treasury Internet Payment Platform (IPP) system. This can be done on the internet by logging onto the website: https://www.ipp.gov/. (NOTE: If this link does not work for any reason, the internet address may be pasted into your web browser to go to the site) If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government will mail the payment information to the remittance address contained in the contract and CCR database.

7. CONTRACTOR PAYMENT INFORMATION - NON-CCR (OCT-06)

1. The Central Contractor Registration system the FAA's required method to receive vendor information. However you have been granted an exception to CCR and therefore must provide your initial payment information and any future changes to your payment information to the Real Estate Contracting Officer on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this contract.

2. The Lessor is responsible to maintain correct payment information with the FAA, and for any liability that may result from the Government's reliance on incomplete or inaccurate information provided by the contractor. Failure to provide accurate information or adequate notice of changes to vendor payment information can result in a determination of "incorrect information" as defined in paragraph d, "Suspension of Payment" of clause "Payment by Electronic Fund Transfer - Real Property".

8. INTEREST FOR LATE PAYMENTS (AUG-02):

An interest penalty will be paid by the Government, if requested from the Lessor, if payment is not made within (30) days of the due date.

Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified. Rent shall be paid (annually) in arrears and will be due within 10 days of the following month.

The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. Interest penalties of less than $1.00 shall not be paid.

Interest penalties will not be paid on delays due to disagreement between the Government and Lessor over the payment amount, requests for additional information or other issues involving contract compliance or on amounts temporally withheld or retained in accordance with the terms of the Lease.

9. QUIET ENJOYMENT (OCT-96):

The Lessor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.

10. NOTIFICATION OF CHANGE IN LAND TITLE (AUG-02):

If the Lessor sells or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting said demised premises, they shall notify the Government, in writing, of any such transfer or conveyance affecting the demised premises within 30 calendar days after completion of the "change in property rights". Concurrent with the written notification, the Lessor shall provide the Government copies of the legal document(s) (acceptable to local authorities) for transferring and or conveying the property rights.

11. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (OCT-96):

The Government agrees, in consideration of the warranties herein expressed, that this lease is subject and subordinate to any and all recorded deeds of trust, mortgages, and other security instruments now or hereafter imposed upon the premises, so long as such subornation shall not interfere with any right of the Government under this lease. It is mutually agreed that this subordination shall be self operative and that no further instrument shall be required to effect said subordination.

In the event of any sale of the premises, or any portion thereof, or any such transfer of ownership, by foreclosure of the lien of any such security instrument, or deed provided in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, successor, assigns, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the Lessor under this lease, establishing direct privity of estate and contract between the Government and said purchasers/transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided that such transferees shall promptly provide, following such sale or transfer, appropriate

documentation deemed necessary by the Real Estate Contracting Officer, and shall promptly execute any instrument, or other writings, as shall be deemed necessary to document the change in ownership.

12. NOTICES (OCT-96):

All notices/correspondence shall be in writing, reference the lease number, and be addressed as follows:

TO LESSOR: CITY OF COCOA
65 Stone Street
Cocoa, Florida 32922

TO GOVERNMENT: Federal Aviation Administration
Real Estate Branch ASO-53
P. O. Box 20636
Atlanta, Georgia 30320

13. CONTRACT DISPUTES (Nov. 03)

A. All contract disputes and arising under or related to this lease contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

B. All Contract Disputes shall be in writing and shall be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

C. A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

D. The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

14. PROTEST (Nov. 03)

A. Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of lease contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

B. Offerors initially should attempt to resolve any issues concerning potential protests with the Real Estate Contracting Officer.

C. Protests shall be in writing and shall be filed at:
Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720

D. At the same time as filing the protest with the ODRA, the protestor shall serve a copy of the protest on the Real Estate Contracting Officer (RECO).

E. A protest is considered to be filed on the date it is received by the ODRA and shall be filed:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the RECO, not later than five (5) business days after the date on which the RECO holds that debriefing.

F. The full text of the Protest clause is incorporated by reference. Upon request the full text will be provided by the RECO.

15. ANTI-KICKBACK (OCT-96):

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from

A. Providing or attempting to provide or offering to provide any kickback;

B. Soliciting, accepting, or attempting to accept any kickback; or

C. Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States Government or in the contract price charged by a subcontractor to a prime contractor or higher tier subcontractor.

16. ASSIGNMENT OF CLAIMS (OCT-96):

Pursuant to the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15, the Lessor may assign his rights to be paid under this Lease.

17. COVENANT AGAINST CONTINGENT FEES (AUG-02):

The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

18. OFFICIALS NOT TO BENEFIT (OCT-96):

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

19. RESTORATION (OCT-96):

The Government shall surrender possession of the premises upon the date of expiration or termination of this lease. If the Lessor provides written notice prior to the date of expiration or termination, requesting restoration of the premises, the Government at its option shall within ninety (90) days after such expiration or termination, or within such additional time as may be mutually agreed upon, either:

(a) Restore the premises to as good condition as that existing at the time of the Government's initial entry upon the premises under this or any preceding lease (changes to the premises in accordance with paragraph 1(a), 1(b), and 1(c) above, ordinary wear and tear, damage by natural elements and by circumstances over which the Government has no control excepted) or,

(b) Make an equitable adjustment in the lease amount for the cost of such restoration of the premises or the diminution of the value of the premises if unrestored, whichever is less. Should a mutually acceptable settlement be made hereunder, the parties shall enter into a supplemental agreement hereto effecting such agreement.

(c) In the event that the Government has to pay for restoration, such payments will not entail expenditures which exceed appropriations available at the time of the restoration.

(d) Nothing in the contract may be considered as implying that congress will, at a later date, appropriate funds sufficient to meet the deficiencies.

20. EXAMINATION OF RECORDS (AUG-02):

The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until 3 years after final payment under this contract have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

21. LEASE SUCCESSION (AUG-02):

This lease supersedes Lease No. DTFA06-91-L-11185 and all other previous agreements between the parties for the leased property described in this document.

22. TOWER ANTENNA SPACE:

The Lessor is hereby granted the right to attach electronic devices on the FAA's tower up to the 100 foot level, at no cost, providing that the detailed drawings and specifications of any such installation are submitted to the FAA, and that the attachments are approved by the FAA, for loading and installation, prior to any action being taken by the Lessor. Before approval of any attached devices shall be granted, it must be ascertained by the FAA's engineers, that the signals being used by the Lessor's equipment shall in no way interfere with that of the Government's installation. Approval must be granted, in writing, prior to any installation.

22A. EQUIPMENT SHELTER.

The Lessor shall provide it's own equipment shelter. No access to the Government's equipment shelter is granted by the verbiage of this lease agreement.

22B. ELECTRICITY METERING.

The Lessor shall provide a separate meter for the purpose of metering electricity used at the installation by the Lessor's equipment.

22C. WORK INTERFERENCE.

The Lessor's antennas and associated cables shall not interfere with the Government's maintenance, such as climbing the tower or working on antennas and wave-guides.

22D. REIMBURSEMENT.

The Lessor agrees to reimburse the Government for any damage to or destruction of Government property caused by its agents or personnel performing work under this agreement.

22E. SITE ACCESS.

The Lessor is hereby permitted to place it's own lock, in sequence with the Government's lock, thereby providing twenty four hour access to the site.

22F. HOLD HARMLESS CLAUSE.

The Lessor shall indemnify and hold harmless the Government for and against all claims for compensatory money damages for injury or loss of property or personal injury or death caused by negligent or wrongful acts of omission of any employee of the Lessor while acting within the scope of its office or employment under circumstances where the Lessor, if a private person, would be liable in accordance with the law of the place where the act or omission occurred. The Government shall furnish the Lessor with reasonable notice of any claims made against the Lessor.

23. SPECIAL STIPULATION

In the event the FAA decides to decommission the RCLR facility during the term of this lease, the City shall remove all of its equipment located below the 100 foot level within 180 days of receipt of the FAA's notification of decommissioning.

Remainder left blank intentionally.

24. SIGNATURE BLOCK:

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written:

CITY OF COCOA, FLORIDA

BY: Michael C. Blake Date: 9/27/2011
(Signature)

TITLE: Mayor
(Official Title)

UNITED STATES OF AMERICA:

BY: Chris Barnhill Date: 10/3/11
Chris Barnhill

TITLE: Real Estate Contracting Officer

Office of the City Clerk

Joan Clark, MMC
65 Stone Street
Cocoa, Florida 32922

jclark@cocoafl.org

(321) 433-8488 – phone
(321) 433-8455 - facsimile

September 28, 2011

Jack Williams, Sr. Realty Specialist
FAA Southern Region
1707 Columbia Avenue
College Park GA 30337

Re: Land Lease Off Airport – Lease No. DTFAEN-12-L-00060

Dear Mr. Williams:

I have enclosed four original copies of the above referenced agreement as approved and executed by the City of Cocoa on September 27, 2011. Also enclosed is a Certificate of Authorization, Notary Acknowledgement, Delphi Vendor Entry Worksheet, and Vendor/Miscellaneous Payment Information Form.

It is requested that one agreement be returned to my attention following execution by the FAA. Your assistance in this matter is appreciated.

Sincerely,

Joan Clark

Joan Clark, MMC
City Clerk
City of Cocoa

c: Kate Latorre, Asst. City Attorney
Tammy Eastburn, Finance

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

LAND LEASE OFF AIRPORT

Lease No: DTFAEN-12-L-00060

COCOA, FLORIDA

THIS LEASE is hereby entered into by City of Cocoa, Florida whose address is 65 Stone Street, Cocoa, Florida 32922 hereinafter referred to as the Lessor and the United States of America, hereinafter referred to as the Government. This lease shall become effective when it is fully executed by all parties. The terms and provisions of this lease, and the conditions herein, bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

WITNESSETH: The parties hereto, for the consideration hereinafter mentioned covenant and agree as follows:

LEGAL DESCRIPTION–REMOTE COMMUNICATIONS LINK REPEATER (RCLR)

1. **PREMISES (AUG-02):**

The Lessor hereby leases to the Government the following described property, hereinafter referred to as the premises:

A parcel of land lying in Section 20, Township 24 South, Range 34 East, Orange County, Florida, being more particularly described as follows: Commence at an iron pipe in concrete monumenting the Northeast corner of the Southwest ¼ of the Northwest ¼ of said Section 20, and run South 89°05'32" West, along the north line of said Southwest ¼ of the Northwest ¼, a distance of 983.26 feet to an iron pipe at the intersection of said North Line with the easterly right-of-way line of Taylor Creek Road; thence South 18°52'14" East, along said right-of-way line, a distance of 1345.74 feet to a nail and disk set in the centerline of an asphalt driveway, THE POINT OF BEGINNING; thence continue South 18°52'41" East, along said right-of-way line a distance of 95.21 feet to a pipe on the South line of the Southwest ¼ of the Northwest ¼ of said Section 20; thence South 88°48'22" East, along said South line a distance of 300.00 feet to an iron rod; thence North 20°26'00" West, parallel and 0.5 feet Westerly from an existing 6 foot chain link fence, a distance of 225.00 feet to an iron rod; thence North 88°48'22" West, parallel to said South line of the Southwest ¼ of the Northwest ¼, a distance of 149.36 feet to a nail and disk set in the aforesaid centerline of an asphalt driveway; thence South 19°05'11" East, along said centerline, a distance of 21.05 feet to the Point of Curvature of a 55.00 foot radius curve to the right; thence Southwesterly along the ARC of said curve and along said centerline, through a central angle of 88°57'43", a distance of 85.40

feet to a POINT of TANGENCY; thence South 69°52'32" West, along said centerline, a distance of 81.68 feet to the POINT OF BEGINNING; containing 1.124 acres, and further described in Drawing No. D-1760, dated 3/21/91, and hereby made a part of this agreement for all intents and purposes.

(a)Together with a right-of-way for ingress to and egress from the premises;(For Government Employees, their Agents and Assigns) a right-of-way for establishing and maintaining a pole line or pole lines for extending electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over said lands and adjoining lands of the Lessor, and unless herein described otherwise, to be by routes reasonably determined to be the most convenient to the Government.

(b) And the right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of Government facilities.

(c) And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which alterations, fixtures, additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government.

2. TERM (AUG-02):

To have and to hold, for the term commencing October 1, 2011 and continuing through September 30, 2021 inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.

3. DAY TO DAY LEASE EXTENSION (AUG-02):

The Government may continue to occupy the premises for a period not to exceed 180 days after the end of the occupancy period covered by the basic lease term and any options that have been exercised. In such event, the rent shall accrue on a daily basis at the rate equal to one-thirtieth of the monthly rent of the last previously due monthly rent, until one of the following events occurs: (1) the 180 days expires: (2) a new lease commences, (3) the Government acquires a fee simple interest in the property or (4) the Government vacates the leased premises; whichever occurs first. The accrued rent computed on a daily basis shall be due and payable in arrears at the end of each month until the amount accrued by the end of the month has been fully paid.

4. CONSIDERATION (AUG-02):

The Government shall pay the Lessor rental for the premises in the amount of One Thousand Three Hundred Dollars ($1300.00) per year during the lease period. Payments

shall be made in arrears at the end of each fiscal year (September 30) without the submission of invoices or vouchers. The payments shall be made to: City of Cocoa and sent to: 65 Stone Street, Cocoa, Florida 32922 or directly deposited in accordance with the Electronic Funds Transfer (EFT) Payment clause in this lease. Payments shall be considered paid on the day a check is dated or an electronic funds transfer is made.

5. CANCELLATION (AUG-02):

The Government may terminate this lease, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate by delivering to the Lessor a written notice specifying the effective date of the termination. The termination notice shall be delivered by registered mail; return receipt requested and mailed at least sixty (60) days before the effective termination date.

6. PAYMENT BY ELECTRONIC FUND TRANSFER (OCT-06):

A. Method of payment.

1. All payments by the Government under this contract will be made by electronic funds transfer (EFT), except as provided in paragraph (a) (2) or (a) (3) of this lease. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer. Payment information transfer refers to the payment information normally sent with a payment to assist the contractor in associating the payment to specific contracts.

2. In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either:

a. Accept payment by check or

b. Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

3. In the event that the Contractor is granted a waiver from EFT under the exceptions as provided for in FAA AMS Section T3.3.1.A-7, the Government payments will be made by check. A waiver from EFT is not permanent, and the Contractor must register for EFT when the circumstances that justified the waiver change.

B. Contractor's EFT information. The Government will make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor will be responsible for providing the updated information to the CCR database (Reference Clause, "Central Contractor Registration - Real Property"). If the Contractor is granted an exemption from CCR, the contractor will follow the requirements of alternate clause "Contractor Payment Information - Non-CCR".

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National Automated Clearing House Association, or the Fed wire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

D. Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government is not required to make payments to the Contractor under this contract until correct EFT information is entered into the CCR database, and any invoice or contract financing request submitted during this period of noncompliance will be deemed not to be a proper invoice for the purpose of prompt payment under this contract. In such instances, the late interest payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

E. Liability for incomplete or erroneous transfers.

1. If an incomplete or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for,

(i) Making a correct payment;

(ii) Paying any late payment penalty due; and

(iii) Recovering any erroneously directed funds.

2. If an incomplete or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and,

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government will make payment under the provisions of paragraph (d)) "Suspension of Payment".

F. EFT and payment terms. A payment will be deemed to have been made in a timely manner in accordance with the payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

G. EFT and assignment of claims. If the Contractor assigns the proceeds of this contract, as provided for in the assignment of claims terms of this contract, the Contractor will require that the assignee register separately in the CCR database and that the assignee agree that payments will be made by EFT in accordance with the terms of this clause. The requirements of this clause will apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor or the CCR registered assignee is incorrect EFT information within the meaning of paragraph (d) "Suspension of Payment" clause.

H. EFT and Change of Name or Ownership Changes. If the Contractor transfers ownership of the property under lease or changes its business name, it will follow the requirements of section (g) of clause, "Central Contractor Registration - Real Property".

I. Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

J. Payment information. The accounting office will forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. The Contractor can obtain detailed payment information by registering for the US Treasury Internet Payment Platform (IPP) system. This can be done on the internet by logging onto the website: https://www.ipp.gov/. (NOTE: If this link does not work for any reason, the internet address may be pasted into your web browser to go to the site) If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government will mail the payment information to the remittance address contained in the contract and CCR database.

7. CONTRACTOR PAYMENT INFORMATION - NON-CCR (OCT-06)

1. The Central Contractor Registration system the FAA's required method to receive vendor information. However you have been granted an exception to CCR and therefore must provide your initial payment information and any future changes to your payment information to the Real Estate Contracting Officer on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this contract.

2. The Lessor is responsible to maintain correct payment information with the FAA, and for any liability that may result from the Government's reliance on incomplete or inaccurate information provided by the contractor. Failure to provide accurate information or adequate notice of changes to vendor payment information can result in a determination of "incorrect information" as defined in paragraph d, "Suspension of Payment" of clause "Payment by Electronic Fund Transfer - Real Property".

8. INTEREST FOR LATE PAYMENTS (AUG-02):

An interest penalty will be paid by the Government, if requested from the Lessor, if payment is not made within (30) days of the due date.

Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified. Rent shall be paid (annually) in arrears and will be due within 10 days of the following month.

The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. Interest penalties of less than $1.00 shall not be paid.

Interest penalties will not be paid on delays due to disagreement between the Government and Lessor over the payment amount, requests for additional information or other issues involving contract compliance or on amounts temporally withheld or retained in accordance with the terms of the Lease.

9. QUIET ENJOYMENT (OCT-96):

The Lessor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.

10. NOTIFICATION OF CHANGE IN LAND TITLE (AUG-02):

If the Lessor sells or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting said demised premises, they shall notify the Government, in writing, of any such transfer or conveyance affecting the demised premises within 30 calendar days after completion of the "change in property rights". Concurrent with the written notification, the Lessor shall provide the Government copies of the legal document(s) (acceptable to local authorities) for transferring and or conveying the property rights.

11. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (OCT-96):

The Government agrees, in consideration of the warranties herein expressed, that this lease is subject and subordinate to any and all recorded deeds of trust, mortgages, and other security instruments now or hereafter imposed upon the premises, so long as such subornation shall not interfere with any right of the Government under this lease. It is mutually agreed that this subordination shall be self operative and that no further instrument shall be required to effect said subordination.

In the event of any sale of the premises, or any portion thereof, or any such transfer of ownership, by foreclosure of the lien of any such security instrument, or deed provided in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, successor, assigns, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the Lessor under this lease, establishing direct privity of estate and contract between the Government and said purchasers/transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided that such transferees shall promptly provide, following such sale or transfer, appropriate

documentation deemed necessary by the Real Estate Contracting Officer, and shall promptly execute any instrument, or other writings, as shall be deemed necessary to document the change in ownership.

12. NOTICES (OCT-96):

All notices/correspondence shall be in writing, reference the lease number, and be addressed as follows:

TO LESSOR: CITY OF COCOA
65 Stone Street
Cocoa, Florida 32922

TO GOVERNMENT: Federal Aviation Administration
Real Estate Branch ASO-53
P. O. Box 20636
Atlanta, Georgia 30320

13. CONTRACT DISPUTES (Nov. 03)

A. All contract disputes and arising under or related to this lease contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

B. All Contract Disputes shall be in writing and shall be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

C. A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

D. The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

14. PROTEST (Nov. 03)

A. Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of lease contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

B. Offerors initially should attempt to resolve any issues concerning potential protests with the Real Estate Contracting Officer.

C. Protests shall be in writing and shall be filed at:
Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720

D. At the same time as filing the protest with the ODRA, the protestor shall serve a copy of the protest on the Real Estate Contracting Officer (RECO).

E. A protest is considered to be filed on the date it is received by the ODRA and shall be filed:
(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or
(ii) If the protester has requested a post-award debriefing from the RECO, not later than five (5) business days after the date on which the RECO holds that debriefing.

F. The full text of the Protest clause is incorporated by reference. Upon request the full text will be provided by the RECO.

15. ANTI-KICKBACK (OCT-96):

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from
A. Providing or attempting to provide or offering to provide any kickback;
B. Soliciting, accepting, or attempting to accept any kickback; or
C. Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States Government or in the contract price charged by a subcontractor to a prime contractor or higher tier subcontractor.

16. ASSIGNMENT OF CLAIMS (OCT-96):

Pursuant to the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15, the Lessor may assign his rights to be paid under this Lease.

17. COVENANT AGAINST CONTINGENT FEES (AUG-02):

The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

18. OFFICIALS NOT TO BENEFIT (OCT-96):

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

19. RESTORATION (OCT-96):

The Government shall surrender possession of the premises upon the date of expiration or termination of this lease. If the Lessor provides written notice prior to the date of expiration or termination, requesting restoration of the premises, the Government at its option shall within ninety (90) days after such expiration or termination, or within such additional time as may be mutually agreed upon, either:

(a) Restore the premises to as good condition as that existing at the time of the Government's initial entry upon the premises under this or any preceding lease (changes to the premises in accordance with paragraph 1(a), 1(b), and 1(c) above, ordinary wear and tear, damage by natural elements and by circumstances over which the Government has no control excepted) or,

(b) Make an equitable adjustment in the lease amount for the cost of such restoration of the premises or the diminution of the value of the premises if unrestored, whichever is less. Should a mutually acceptable settlement be made hereunder, the parties shall enter into a supplemental agreement hereto effecting such agreement.

(c) In the event that the Government has to pay for restoration, such payments will not entail expenditures which exceed appropriations available at the time of the restoration.

(d) Nothing in the contract may be considered as implying that congress will, at a later date, appropriate funds sufficient to meet the deficiencies.

20. EXAMINATION OF RECORDS (AUG-02):

The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until 3 years after final payment under this contract have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

21. LEASE SUCCESSION (AUG-02):

This lease supersedes Lease No. DTFA06-91-L-11185 and all other previous agreements between the parties for the leased property described in this document.

22. TOWER ANTENNA SPACE:

The Lessor is hereby granted the right to attach electronic devices on the FAA's tower up to the 100 foot level, at no cost, providing that the detailed drawings and specifications of any such installation are submitted to the FAA, and that the attachments are approved by the FAA, for loading and installation, prior to any action being taken by the Lessor. Before approval of any attached devices shall be granted, it must be ascertained by the FAA's engineers, that the signals being used by the Lessor's equipment shall in no way interfere with that of the Government's installation. Approval must be granted, in writing, prior to any installation.

22A. EQUIPMENT SHELTER.

The Lessor shall provide it's own equipment shelter. No access to the Government's equipment shelter is granted by the verbiage of this lease agreement.

22B. ELECTRICITY METERING.

The Lessor shall provide a separate meter for the purpose of metering electricity used at the installation by the Lessor's equipment.

22C. WORK INTERFERENCE.

The Lessor's antennas and associated cables shall not interfere with the Government's maintenance, such as climbing the tower or working on antennas and wave-guides.

22D. REIMBURSEMENT.

The Lessor agrees to reimburse the Government for any damage to or destruction of Government property caused by its agents or personnel performing work under this agreement.

22E. SITE ACCESS.

The Lessor is hereby permitted to place it's own lock, in sequence with the Government's lock, thereby providing twenty four hour access to the site.

22F. HOLD HARMLESS CLAUSE.

The Lessor shall indemnify and hold harmless the Government for and against all claims for compensatory money damages for injury or loss of property or personal injury or death caused by negligent or wrongful acts of omission of any employee of the Lessor while acting within the scope of its office or employment under circumstances where the Lessor, if a private person, would be liable in accordance with the law of the place where the act or omission occurred. The Government shall furnish the Lessor with reasonable notice of any claims made against the Lessor.

23. SPECIAL STIPULATION

In the event the FAA decides to decommission the RCLR facility during the term of this lease, the City shall remove all of its equipment located below the 100 foot level within 180 days of receipt of the FAA's notification of decommissioning.

Remainder left blank intentionally.

24. SIGNATURE BLOCK:

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written:

CITY OF COCOA, FLORIDA

BY: _____ Date: 9/27/2011
(Signature)

TITLE: Mayor
(Official Title)

UNITED STATES OF AMERICA:

BY: _____ Date: _____
Chris Barnhill

TITLE: Real Estate Contracting Officer

COCOA REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date:	07/24/2026
Agenda Date:	8/11/2026
Prepared By:	Charlene Neuterman, Community Services Director
Through:	Stockton Whitten, City Manager
Requested Action:	Approve Task Order 2026-017 under continuing services agreement Q-23-01-COC-C1 for Mead & Hunt in the amount of $77,853 for design services during construction related to the Lee Wenner Park Day Slips and Revetment Project. Authorize the City Manager to execute all related task orders, agreements and purchase orders.

BACKGROUND:

In 2025, the CRA approved a task order to complete the design/permitting for the Lee Wenner Park Day Slips and Revetment Project. Mead and Hunt completed the design and permitting for the FIND Grant project. As we are now in the construction phase, staff requested Mead and Hunt to present a proposal for the construction services for the construction project. Mead and Hunt submitted a proposal for the project in the amount of $77,853. This includes a five phase approach to completing the construction portion of the project.

Phase 1: Project Management - $13,486
Phase 2: Limited Engineer of Record (EOR) Services - $13,404
Phase 3: Limited Project Closeout and Certification - $3,862
Phase 4: Subconsultant/Reimbursable Services - $40,101
Phase 5: Project Contingency - $7,000
Total cost: $77,853

Staff is requesting approval of the task order proposal and authorization to the City Manager to execute the task order, agreements and purchase orders for the project.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? Yes

Source/Use of Funds

Account Number	Amount	
304-3230-572-63-00	$77,583	Project GR2604

PREVIOUS ACTION:

On July 23, 2024 City Council approval of Task Order 2024-07 to complete the design/permitting services for the Lee Wenner Park Day Slips and Revetment Project.

RECOMMENDED MOTION:

Approve Task Order 2026-017 under continuing services agreement Q-23-01-COC-C1 for Mead & Hunt in the amount of $77,853 for design services during construction related to the Lee Wenner Park Day Slips and Revetment Project. Authorize the City Manager to execute all related task orders, agreements and purchase orders.

May 29, 2026

Jose Socias
Facilities Manager and Capital Projects Manager
City of Cocoa
155 North Wilson Street
Cocoa, FL 32922

Email: jsocias-salcedo@cocoafl.gov
Hard Copy Mailed Only on Request

RE: LEE WENNER PARK DAY DOCKS – CONSTRUCTION PHASE SERVICES

Dear Mr. Socias,

Mead & Hunt is pleased to provide this revised engineering scope of services and fee estimate for the above-mentioned project. The scope includes limited construction phase services for the day docks and the additional revetment along the Riverfront Park seawall. We look forward to the opportunity to assist the City with this final phase of this project and to complete another successful project for the City of Cocoa.

If you have any questions or require additional information, please contact me.

Sincerely,
MEAD & HUNT, Inc.

David A. King, P.E.
Vice President

Chris Fagerstrom, P.E.
Stormwater Practice Leader

Attachment: Scope and Fee Estimate
Taylor Engineering Proposal

DAK/CF;bf

CITY OF COCOA
SCOPE OF SERVICES FOR
LEE WENNER DAY DOCKS – CONSTRUCTION PHASE SERVICES
Revised May 28, 2026

This Task Order is in conformance with the Agreement for General Civil Engineering Services ("Agreement"), RFQ-23-01-COC-C1 dated March 30, 2023, between the City of Cocoa ("CITY") and Mead & Hunt, Inc. ("MEAD & HUNT") and is referred to herein as the contract.

GENERAL

Wave conditions caused by Hurricane Nicole destroyed the day dock facility at Lee Wenner Park. The CITY previously contracted with MEAD & HUNT to develop the engineering design and acquire the environmental permits to replace the docks and construct a riprap revetment along the existing bulkhead shoreline and along the Riverfront Park east seawall. The riprap revetment would serve to reduce reflected wave energy and minimize structural damage during future coastal storms. This work is currently being completed, and the CITY will soon begin the bidding effort for the construction of the improvements. The CITY has acquired a FIND grant for the construction of the improvements, for which the grant includes funding for engineering services during construction.

ASSUMPTIONS AND LIMITATIONS

See the attached Taylor Engineering Scope of Work for the assumptions and limitations of this scope. It is also assumed that the CITY will provide all of the construction contract administration along with the daily construction observation and inspection. This scope of work is based on an estimated 10-month construction duration. MEAD & HUNT and CITY acknowledge that adjustments to the scope and fee will be necessary if the construction duration is greater than ten (10) months.

SCOPE OF SERVICES

PHASE 1 – PROJECT MANAGEMENT AND MEETINGS

MEAD & HUNT's Project Manager (PM) will initiate the project and manage the budget and schedule, manage project staffing, review subconsultant invoices, manage project coordination, and schedule quality management processes for work products. The PM will monitor progress throughout the project and prepare monthly invoices for the CITY. It is assumed that these services will cover the estimated 10-month project duration. MEAD & HUNT will conduct a project kick-off meeting with the project team and CITY staff to review project goals, scope of work, project schedule and administrative issues. Following the meeting, MEAD & HUNT will prepare a written summary of the project meeting and distribute it to the attendees. MEAD & HUNT will implement a quality assurance and control process, which includes an independent review of the project technical work products before its submission to the CITY.
Deliverables: Monthly invoices, meeting agenda and summary

PHASE 2 – LIMITED ENGINEER OF RECORD (EOR) SERVICES

The contractor will prepare construction submittals of components of the work as specified in the contract documents, including shop drawings and material submittals. These submittals will be reviewed by MEAD & HUNT for compliance with the design concept and contract requirements. MEAD & HUNT will maintain a log of submittals.
Deliverables: Construction submittal responses, construction submittal log

MEAD & HUNT will receive and respond to contractor Requests for Information (RFI's) forwarded from CITY that are related to clarification of the design intent. MEAD & HUNT will maintain an RFI log.
Deliverables: RFI responses, RFI log

PHASE 3 – LIMITED PROJECT CLOSEOUT AND CERTIFICATION SERVICES

Upon request of the contractor or CITY, MEAD & HUNT will attend up to two (2) substantial walkthroughs to determine substantial completion. MEAD & HUNT will document punch list items that need completion or correction for determination of substantial completion. Upon receipt of contractor-provided closeout documentation, MEAD & HUNT will prepare and submit permit close-out documentation with SJRWMD and USACE.
Deliverables: Substantial completion punch list, determination of substantial completion, permit certifications of completions

EXCLUSIONS

This scope of services excludes all items not specifically described herein, including but not limited to:

- Construction contract administration (to be provided by CITY)
- Daily construction observation (to be provided by CITY)
- Attendance of construction coordination meetings
- Site visits other than mentioned above
- Design modifications
- Construction testing (to be provided by Contractor)
- Utility adjustment/relocation coordination (not expected to be needed)
- Construction contract closeout (to be provided by CITY)
- Funding assistance (to be provided by CITY)

SCHEDULE

MEAD & HUNT estimates the work included in this task order will be completed in accordance with the following schedule:

Phase/Task	Duration to Complete	Starting upon
Phase 1 – Project Management	300 days	Receipt of Notice to Proceed
Phase 2 – Limited EOR Services	300 days	Receipt of Notice to Proceed
Phase 3 – Limited Project Closeout and Certification	30 days	Request for substantial completion determination

COMPENSATION

The estimated not-to-exceed cost for this Scope of Services is **$77,853** based on the following breakdown and manhour estimate:

Phase/Task	Fee/Cost	Basis
Phase 1 – Project Management	$13,486	Lump Sum
Phase 2 – Limited EOR Services	$13,404	Lump Sum
Phase 3 – Limited Project Closeout and Certification	$3,862	Lump Sum
SUBTOTAL	$30,752	
Phase 4 – Subconsultants/Reimbursables		
Taylor Engineering	$38,601	Actual Cost
Printing, Travel, Postage, etc.	$1,500	Actual Cost
Phase 5 - Contingency	$7,000	TBD
TOTAL	**$77,853**	

The Contingency Funds may only be expended upon separate written approval from the CITY.

Task	Description	Senior Client/Project Manager	Senior Project Engineer	Admin Assistant	Total Task ($)
	Hourly Rate	$ 256	$ 201	$ 101	See Below
1	**PROJECT MANAGEMENT**				
	Project Coordination/Management	40		20	$ 12,260
	Project Kick-Off Meeting	4		2	$ 1,226
	Subtotals	**44**	**0**	**22**	**$ 13,486**
2	**LIMITED EOR SVCS**				
	Construction Submittals	16	8	32	$ 8,936
	RFIs	8	4	16	$ 4,468
	Subtotals	**24**	**12**	**48**	**$ 13,404**
3	**CONSTRUCTION CONTRACT ADMIN AND EOR SVCS**				
	Substantial/Final Completion	4	2	8	$ 2,234
	Permit Closeout	4	2	2	$ 1,628
	Subtotals	**8**	**4**	**10**	**$ 3,862**
	TOTAL ALL TASKS	**76**	**16**	**80**	**$ 30,752**

4	**SUBCONSULTANT/REIMBURSABLES**		**Subs/Reimbursables Total**	$ 47,101
	Taylor Engineering Allowance	$ 38,601	**Grand Total**	**$ 77,853**
	Reproduction/Postage/Travel Allowance	$ 1,500		
	Contingency	$ 7,000		
	Total	**$ 47,101**		

Authorization

The Scope of Services and Compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by Mead & Hunt.

Signatures of authorized representatives of Cocoa and Mead & Hunt shall convert this proposal to an Agreement between the two parties, and receipt of one signed copy shall be considered authorization to proceed with the work described in the Scope of Services.

Accepted by:	MEAD & HUNT, INC.	Approved by:	MEAD & HUNT, INC.
By:		By:	
Name:	Chris Fagerstrom, PE	Name:	David A. King, PE
Title:	Stormwater Practice Leader	Title:	Vice President/Business Unit Leader
Date:	May 29, 2026	Date	May 29, 2026

Accepted by: CITY OF COCOA

By: _____

Name: _____

Title: _____

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

Date: _____

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF COCOA, 65 STONE STREET, COCOA, FL 32922, City Clerk, Monica Arsenault, (321) 433-8488, mar**senault@cocoafl.gov.**

THE CITY ACKNOWLEDGES AND AGREES THAT THIS TASK ORDER IS SUBJECT TO SECTION 558.0035, FLORIDA STATUTES WHICH PROVIDES THAT INDIVIDUAL DESIGN PROFESSIONALS EMPLOYED BY THE ENGINEER OR AN AGENT OF THE ENGINEER MAY NOT BE INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES PERFORMED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT AND THIS TASK ORDER ISSUED THEREUNDER PROVIDED CERTAIN STATUTORY CONDITIONS ARE SATISFIED.

TAYLOR ENGINEERING, INC.

SCOPE OF WORK
FOR

LIMITED CONSTRUCTION ADMINISTRATION SERVICES

FOR

LEE WENNER PARK DAY DOCK FACILITY

MAY 2026 REVISION

INTRODUCTION

Wave conditions caused by Hurricane Nicole damaged the floating Day Dock facility at Lee Wenner Park located in Cocoa, Florida. Taylor Engineering (Taylor) is completing final design and permitting for this project in 2026. The City of Cocoa (City) now wishes to engage Mead and Hunt (Client) and Taylor to provide limited construction administration services.

Client, holding a continuing services contract with the City, engages Taylor to provide limited construction administration services as outlined below.

ASSUMPTIONS AND LIMITATIONS

Taylor prepared this Scope of Work with the following assumptions and limitations. If any of the assumptions below prove incorrect, Taylor will consult with the Client/City and, as necessary or appropriate, modify this Scope of Work and fee.

- Project construction will occur over a 10-month period.
- Taylor will not attend progress meetings.
- Taylor will not complete any other site visits other than those itemized in Task 3.
- Taylor will not review or comment on pay applications, change orders, progress tracking, general project management. The City of Cocoa will complete these tasks.
- Project construction will neither result in any substantial deviations from the project drawings and specifications nor violate permit conditions.
- Taylor will not direct the contractor's means, methods, or sequencing of construction.
- Taylor will not be responsible for jobsite safety.
- This scope of work does not include any design modifications or alterations to construction drawings.
- Notably, in its limited role, Taylor Engineering will not frequently be on site to observe, review, or comment on the Contractor work or to evaluate whether the Contractor's work occurs in compliance with the construction documents and permits. With the exception of the specific activities noted below, City or Client will maintain responsibility for all aspects of contractor oversight and management of the construction contract.

SCOPE OF WORK

Taylor will conduct limited construction administration tasks to support the construction of the day dock and revetments at Lee Wenner Park over a maximum duration of 10 months.

TASK 1 – Kick Off Meeting

Taylor will attend a virtual pre-construction meeting organized by Client. At this meeting, Taylor will be available to answer any questions pertaining to the construction drawings, technical specifications, and permit requirements.

TASK 2 – Review and Comment on Contract Related Items

When requested by Client, Taylor will review the contractor's shop drawings and submittals, and contractor's request for information related to the elements presented on the construction drawings.

Taylor will remain available through construction to provide advice and consultation to the Client through teleconferences. In this role, Taylor will address questions pertaining to engineering, design, or permit requirements.

TASK 3 - Project Closeout and Certification

When the contractor requests certification that the project is substantially complete, Taylor will visit the project site with Client to make a determination of the degree of completion. If Taylor cannot certify substantial completion, Taylor will develop preliminary and subsequent final punch lists of items for the contractor to complete or correct. Taylor will transmit this list to Client for forward to the contractor. Upon satisfactory completion of the project construction and all related punch list items, Taylor will certify the project substantially complete. This scope of work includes budget for two on-site meetings during this stage of the project. When received from contractor and provided by Client, Taylor will review the following close out information: (1) post-construction/as-built survey, (2) and final contractor certification and affidavits. With satisfactory completion of the project, Taylor will certify completion of the project to the Water Management District and USACE regulatory agencies.

FEES

Taylor Engineering will complete the work on a fixed fee basis for task-by-task fees as summarized in the table below. Attachment A provides a labor summary per task.

CONSTRUCTION ADMINISTRATION SERVICES	Fee
TASK 1 – Kick Off Meeting	$784.00
TASK 2 – Review and Comment on Contract Related Items	$28,540.00
TASK 3 – Project Closeout and Certification	$9,276.18
TOTAL	$38,600.18

ATTACHMENT A

TASK BY TASK BREAKDOWN

TAYLOR ENGINEERING, INC.
COST SUMMARY BY TASK
P2026-068: LEE WENNER PARK DAY DOCK BOAT BASIN

TASK 1: Kick Off Meeting

Labor	Hourly Rate	Hours	Burdened Cost	Task Totals
Senior Professional	$217.00	2.0	434.00	
Project Professional	$175.00	2.0	350.00	
Total Labor Hours		4.0		
Total Labor Cost				784.00
Total Task 1				***$784.00***

TASK 2: Review and Comment on Contract Related Items

Labor	Hourly Rate	Hours	Burdened Cost	Task Totals
Senior Professional	$217.00	92.0	19,964.00	
Staff Professional	$134.00	64.0	8,576.00	
Total Labor Hours		156.0		
Total Labor Cost				28,540.00
Total Task 2				**28,540.00**

TASK 3: Project Closeout and Certification

Labor	Hourly Rate	Hours	Burdened Cost	Task Totals
Senior Professional	$217.00	32.0	6,944.00	
Staff Professional	$134.00	14.0	1,876.00	
Total Labor Hours		46.0		
Total Labor Cost				8,820.00

Other Direct Costs	Quantity	Unit Cost	Direct Cost	Markup @ 10%	Burdened Cost	Task Totals
Subs Visit	286.0	0.73	207.35	20.74	228.09	
Final Visit	286.0	0.73	207.35	20.74	228.09	
Total Other Direct Costs						456.18
Total Task 3						**9,276.18**

Project Total ***$38,600.18***

Task Order Request Form

P-Form 2021.09 Revised 07/14/2023

	2026-17
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 07/28/26 City Bid Number: Q-23-01-COC-C1 AMOUNT: $ 77,853.00

Vendor Name: Mead and Hunt Quote/Proposal Number: 5/29/2026

Dept. Number/Division Name: CS/110(CRA)

Project Name: Lee Wenner Park Day Slips 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

Phase 1 - Project Management and Meetings
Phase 2 - Limited Engineer of Record (EOR) Services
Phase 3 - Limited Project Closeout and Certification Services
Phase 4: Subconsultant/Reimbursable Services
Phase 5: Project Contingency

Design is Construction Related: ☑ YES ☐ NO ☐ N/A Good Faith Estimate of Construction Value: $ 3,000,000.00

Documentation for Good Faith Estimate Attached and Valid: ☑ YES ☐ NO ☐ N/A

Reference if applicable: Florida Statutes 287.055, Consultants Competitive Negotiation Act (CCNA)

Charlene Neuterman Digitally signed by Charlene Neuterman DN: cn=Charlene Neuterman, ou=CH Date: 2026.07.28 16:42:02 -04'00'
Requestor

Charlene Neuterman Digitally signed by Charlene Neuterman DN: cn=Charlene Neuterman, ou=CH Date: 2026.07.28 16:43:03 -04'00'
Department Director

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

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2026-17

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

Brian Dale Digitally signed by Brian Dale DN: cn=Brian Dale, ou=Purchasing, email=bdale@cocoafl.gov Date: 2026.07.28 17:20:06 -04'00'
Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed $75K)

Mayor (Purchases that exceed $75K)

1) Requestor: Completes form and forwards all supporting documentation to Department Director.

2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafl.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@cocoafl.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@cocoafl.org.

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

FLORIDA INLAND NAVIGATION DISTRICT
PROJECT AGREEMENT

PROJECT NO. BV-CO-25-165

This PROJECT AGREEMENT ("AGREEMENT") made and entered into this _____ day of _____, 20____ by and between the Florida Inland Navigation District (hereinafter the "DISTRICT"), and the City of Cocoa, (hereinafter the "PROJECT SPONSOR").

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **PROJECT -** Subject to the provisions of this AGREEMENT and Rule 66B-2 of the Florida Administrative Code (a current copy of which is attached as Exhibit "B"), the DISTRICT has approved assistance funding to the PROJECT SPONSOR in furtherance of an approved project ("PROJECT") consisting of the Cocoa Waterfront Dock and Breakwater Ph II. Said PROJECT is more specifically described in the PROJECT SPONSOR'S Waterways Assistance Application, which is on file at the DISTRICT's headquarters.

Any modifications to the PROJECT'S scope of work shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

2. **TERM** - The PROJECT SPONSOR shall not commence work on the PROJECT prior to the execution of this AGREEMENT unless specifically authorized by the DISTRICT Board and **shall complete the PROJECT and submit all required payment reimbursement information on or before September 30, 2027 ("PROJECT PERIOD"),** unless the PROJECT PERIOD has been extended with the prior written approval of the DISTRICT. Any request for an extension of the PROJECT PERIOD shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than 60 days prior to the original expiration date of the PROJECT PERIOD. This request will then be considered by the DISTRICT Board, whose decision shall be final. In no event other than a declared state of emergency that affects the project completion shall the PROJECT be extended beyond September 30, 2028. The PROJECT SPONSOR acknowledges this is the only provision to carry over the DISTRICT assistance funding under this AGREEMENT beyond September 30, 2027, and that any extension of funding beyond this date shall be at the sole discretion of the DISTRICT.

3. **ASSISTANCE AMOUNT** - The DISTRICT shall contribute ("ASSISTANCE AMOUNT") no more than fifty percent (50%) ("MATCHING PERCENTAGE") of the PROJECT SPONSOR'S eligible out-of-pocket costs for completion of this PROJECT ("PROJECT AMOUNT"). Payment of funds by the DISTRICT to the PROJECT SPONSOR (the "ASSISTANCE AMOUNT") will be on a reimbursement basis only, and only for those authorized out of pocket costs as shown in Exhibit A, Project Cost Estimate ("PROJECT COSTS") and meeting the requirements of Section 5 below and shall not, in any event, exceed $1,494,500.00.

Any modifications to the PROJECT's Cost Estimate (Exhibit A) shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

4. **MATCHING FUNDS** - The PROJECT SPONSOR warrants and represents that it has the PROJECT SPONSOR Match Amount (the PROJECT AMOUNT less the ASSISTANCE AMOUNT) available for the completion of the PROJECT and shall, prior to the execution of this AGREEMENT, have provided the DISTRICT with suitable evidence of the availability of such funds using the DISTRICT's Form #95-01 (Exhibit C, Matching Funds Certification) and, upon request, providing the DISTRICT with access to applicable books and records, financial statements, and bank statements.

5. **PROJECT COSTS** - To be eligible for reimbursement under this AGREEMENT, PROJECT COSTS must be necessary and reasonable for the effective and efficient accomplishment of the PROJECT and must be directly allocable thereto. PROJECT COSTS are generally described in Exhibit B, Chapter 66B-2, F.A.C.. PROJECT COSTS must be incurred, and work performed within the PROJECT PERIOD, with the exception of pre-AGREEMENT costs, if any, consistent with Section 6 below, which are also eligible for reimbursement by the DISTRICT.

If the PROJECT SPONSOR receives additional funding for the PROJECT COSTS from another source that was not identified in the original application and that changes the AGREEMENT MATCHING PERCENTAGE, the PROJECT SPONSOR shall proportionately reimburse the DISTRICT's program funds equal to the MATCHING PERCENTAGE in this AGREEMENT. The PROJECT SPONSOR shall promptly notify the DISTRICT of any project payments it receives from a source other than the DISTRICT.

6. **PRE-AGREEMENT COSTS** - The DISTRICT and the PROJECT SPONSOR fully understand and agree that there shall be no reimbursement of funds by the DISTRICT for any obligation or expenditure made prior to the execution of this AGREEMENT unless previously

delineated in Exhibit A, consistent with Exhibit B, and previously approved by the DISTRICT Board during the grant review process.

7. **REIMBURSEMENT PROCEDURES** - PROJECT COSTS shall be reported to the DISTRICT and summarized on the Payment Reimbursement Request Form (Form #25-50) attached as Exhibit D. Supporting documentation including bills and canceled payment vouchers for expenditures shall be provided to the DISTRICT by the PROJECT SPONSOR or LIAISON AGENT with any payment request. All records in support of the PROJECT COSTS included in payment requests shall be subject to review and approval by the DISTRICT or by an auditor selected by the DISTRICT. Audit expenses shall be borne by the PROJECT SPONSOR.

Project funds may be released in installments, at the discretion of the DISTRICT, upon submittal of a payment request by the PROJECT SPONSOR or LIAISON AGENT. The DISTRICT shall retain ten percent (10%) of each installment payment until the completion of the PROJECT.

The following costs, if authorized in the attached Exhibit B, shall be reimbursed only upon completion of the PROJECT to the reasonable satisfaction of the DISTRICT and in accordance with Exhibit B: personnel, equipment, project management, administration, inspection, and design, permitting, planning, engineering, and/or surveying costs. Assuming the PROJECT SPONSOR has otherwise fully complied with the requirements of this AGREEMENT, reimbursement for a PROJECT approved as Phase I project will be made only upon commencement of construction of the PROJECT for which the Phase I planning, designing, engineering and/or permitting were directed, which may or may not involve further DISTRICT funding. Procedures set forth below with respect to reimbursement by the DISTRICT are subject to this requirement of commencement of construction.

The DISTRICT shall have the right to withhold any payment hereunder, either in whole or part, for non-compliance with the terms of this AGREEMENT.

8. **FINAL REIMBURSEMENT** - The PROJECT SPONSOR, upon completion of the PROJECT, shall submit to the DISTRICT a request for final reimbursement of the ASSISTANCE AMOUNT less any prior installment payments. The payment amounts previously retained by the DISTRICT shall be paid upon (1) receipt of the Final Audit report of expenses incurred on the PROJECT by the DISTRICT, (2) full completion of the PROJECT to the reasonable satisfaction of the DISTRICT, (3) submission of Project Completion Certification Form No. 25-45 (Exhibit E, (4) submission of a photograph of the PROJECT showing the sign required by Section 18, and (5) a Final Project Report as described in Exhibit G, Assistance Project Schedule. As part of the documentation

accompanying the request for final reimbursement, PROJECT SPONSOR shall provide proof of payment of all contractors, material suppliers, engineers, architects, and surveyors with whom PROJECT SPONSOR has directly contracted (each a "DIRECT PROVIDER") to provide services or materials for the PROJECT. The final reimbursement amount shall be adjusted as necessary such that neither the total ASSISTANCE AMOUNT nor the MATCHING PERCENTAGE is exceeded. Unless otherwise determined by the DISTRICT, the final reimbursement check shall be presented by a DISTRICT representative to the PROJECT SPONSOR during a public commission meeting or public dedication ceremony for the PROJECT.

9. **RECORDS RETENTION** - The PROJECT SPONSOR shall retain all records supporting the PROJECT COSTS for three (3) years after the end of the fiscal year in which the Final Payment is released by the DISTRICT, except that such records shall be retained by the PROJECT SPONSOR until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the three-year retention period.

10. **DEFAULT AND REMEDIES** – In the event of a breach of any of the terms of this AGREEMENT by the PROJECT SPONSOR, the DISTRICT shall provide written notice to the PROJECT SPONSOR, which shall have sixty (60) days in which to cure the breach. If the PROJECT SPONSOR fails to cure the breach within the cure period, the DISTRICT shall have the right, but not the obligation, to demand that the PROJECT SPONSOR immediately refund the ASSISTANCE AMOUNT to the extent paid. PROJECT SPONSOR shall refund to the DISTRICT the full amount of the ASSISTANCE AMOUNT paid to PROJECT SPONSOR, whereupon this AGREEMENT, and all further rights thereunder, shall be terminated. If the DISTRICT does not demand reimbursement as aforesaid, the DISTRICT may exercise any and all other remedies available at law or in equity. With respect to the PROJECT SPONSOR's obligations under Sections 15, 17, and 20, PROJECT SPONSOR acknowledges that breach by the PROJECT SPONSOR of one or more of its obligations under said sections might cause the DISTRICT to suffer irreparable harm, namely harm for which damages would be an inadequate remedy. PROJECT SPONSOR further acknowledges that the DISTRICT might suffer irreparable harm due to delay if, as a condition to obtaining an injunction, restraining order, or other equitable remedy with respect to such a breach, the DISTRICT was required to demonstrate that it would suffer irreparable harm. The parties therefore intend that if the PROJECT SPONSOR breaches one or more of its obligations under Sections 15, 17, or 20, the DISTRICT, in addition to such other remedies which may be available, shall have the right to seek specific performance and injunctive relief, and for purposes of determining whether to grant an equitable

remedy any court will assume that the breach would cause the DISTRICT irreparable harm. The provisions of this section shall survive completion of the PROJECT.

11. **DISTRICT PROJECT MANAGER** - The Executive Director, or his designee, is hereby designated as the DISTRICT's Project Manager for the purpose of this AGREEMENT and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment.

12. **PROJECT SPONSOR'S LIAISON AGENT** - The PROJECT SPONSOR shall appoint a LIAISON AGENT, whose name and title shall be submitted to the DISTRICT upon execution of this AGREEMENT, to act on behalf of the PROJECT SPONSOR relative to the provisions of this AGREEMENT.

13. **STATUS REPORTS -** The PROJECT SPONSOR or LIAISON AGENT shall submit to the DISTRICT project status reports during the PROJECT term. These Quarterly Reports are to be on Form #25-40 (Exhibit F, Assistance Program Project Quarterly Status Report). Project design drawings, engineering drawings, and a copy of the Project bid award construction item cost list will be submitted as available. Photographs shall be submitted when appropriate to reflect the work accomplished. NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G, Assistance Project Schedule, may result in revocation of this AGREEMENT.

14. **LAWS** - The PROJECT SPONSOR agrees to obtain and to abide by all federal, state, and local permits and proprietary authorizations, and all applicable laws and regulations in the development of the PROJECT. The PROJECT SPONSOR agrees that all PROJECT facilities shall be designed and constructed in compliance with applicable state and federal statutory requirements for accessibility by handicapped persons, as well as all other federal, state and local laws, rules, and requirements.

15. **NON-DISCRIMINATION -** The PROJECT SPONSOR agrees that when completed, the PROJECT shall be readily accessible, on a non-exclusive basis, to the general public of DISTRICT member counties without regard to age, sex, race, physical handicap, or other condition, and without regard to residency of the user in another political subdivision.

16. **PARKING FACILITIES** -Adequate parking shall be made available by the PROJECT SPONSOR to accommodate vehicles for the number of persons for which the PROJECT is being developed.

17. **SITE DEDICATION** – FOR LAND-BASED DEVELOPMENT PROJECTS ONLY. The PROJECT SPONSOR also agrees that the PROJECT site shall be dedicated for the public use

for which the PROJECT was intended for a minimum period of thirty-five (35) years from the completion of the PROJECT, such dedication to be in the form of a deed, lease, management AGREEMENT or other legally binding document. Any change in such dedication shall require the prior approval of the DISTRICT. The PROJECT SPONSOR shall record evidence of such dedication within the Public Records of the County in which the PROJECT is located.

18. **ACKNOWLEDGMENT** – For construction projects, the PROJECT SPONSOR shall erect a permanent sign, approved by the DISTRICT, in a prominent location such as the PROJECT entrance of the completed PROJECT, which shall indicate that the DISTRICT contributed funds for the PROJECT. The wording of the sign required by this section shall be approved by the DISTRICT's staff before construction and installation of said sign. This sign shall contain the DISTRICT logo (Exhibit H) unless otherwise stipulated by the DISTRICT. In the event that the PROJECT SPONSOR erects a temporary construction sign, it shall also indicate the DISTRICT's participation. For all other types of projects, the PROJECT SPONSOR shall acknowledge the DISTRICT where feasible, in concurrence with the DISTRICT staff's recommendations.

19. **PROJECT MAINTENANCE** - When and as applicable, the PROJECT SPONSOR agrees to operate, maintain, and manage the PROJECT for the life of the PROJECT improvements and will pay all expenses required for such purposes. The PROJECT improvements shall be maintained in accordance with the standards of maintenance for other local facilities owned and operated by the PROJECT SPONSOR, and in accordance with applicable health standards. PROJECT facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The PROJECT SPONSOR warrants and represents that it has full legal authority and financial ability to operate and maintain said PROJECT facilities and improvements.

20. **FEES** – Any fees charged for this PROJECT shall be reasonable and the same for the general public of all member counties. The PROJECT SPONSOR must demonstrate that a minimum of fifty percent (50%) of the PROJECT fees will be utilized for project maintenance and improvements throughout the anticipated useful life of a development project or the design life of other project types, as applicable.

21. **SOVEREIGN IMMUNITY** - Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity under Section 768.28, Florida Statutes. The PROJECT SPONSOR acknowledges that the DISTRICT, its

employees, commissioners, and agents are solely providing funding assistance for the PROJECT and are not involved in the design, construction, operation, or maintenance of the PROJECT.

22. **INSPECTIONS** - The DISTRICT reserves the right, upon reasonable request, to inspect said PROJECT and any and all records related thereto at any time.

23. **RIGHTS AND DUTIES** - The rights and duties arising under this AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and shall, unless the context clearly requires otherwise, survive completion of the PROJECT. The PROJECT SPONSOR may not assign this AGREEMENT nor any interest hereunder without the express prior written consent of the DISTRICT.

24. **WAIVERS** - Waiver of a breach of any provisions of this AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision.

25. **NOTICE** - Any notice required to be given pursuant to the terms and provisions of this AGREEMENT shall be in writing, postage paid, and shall be sent by certified mail, return receipt requested, to the DISTRICT or PROJECT SPONSOR at the addresses below. The notice shall be effective on the date indicated on the return receipt.

To the DISTRICT at:

Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477-9498

To the PROJECT SPONSOR at:

City of Cocoa
Attention: Facilities Manager, Cocoa Community Redevelopment Area
65 Stone St.
Cocoa, FL 32922

26. **NO JOINT VENTURE** - The DISTRICT's role with respect to the PROJECT is that of a funding assistance authority only and the DISTRICT is not, and shall not be considered to be, an agent, partner, or joint venturer with the PROJECT SPONSOR.

27. **GOVERNING LAW** - The validity, interpretation, and performance of this AGREEMENT shall be controlled and construed according to the laws of the State of Florida.

28. **TRANSFERENCE** - It is the intent of the DISTRICT to issue this funding assistance to the PROJECT SPONSOR who has made application for this assistance. In the event the PROJECT

SPONSOR transfers ownership or management of the PROJECT to a party or parties not now a part of this AGREEMENT, other than another governmental entity that agrees to assume, in writing, PROJECT SPONSOR'S obligation hereunder, the DISTRICT retains the right to full reimbursement from the PROJECT SPONSOR to the full extent of the funding assistance provided by the DISTRICT including, but not limited to, any costs and reasonable attorney's fees (regardless of whether litigation ensues) incurred by the DISTRICT in collecting said reimbursement.

29. **ENTIRE UNDERSTANDING** - This AGREEMENT, including any exhibits made a part hereof, embodies the entire AGREEMENT and understanding of the parties and supersedes all prior oral and written communications between them. The terms hereof may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

FLORIDA INLAND NAVIGATION DISTRICT

By: _____
Executive Director

Date: _____

City of Cocoa

By:_____

Title: _____

Date: _____

EXHIBIT A

Waterway Assistance Program FY2025

PROJECT COST ESTIMATE

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	Phase II Construction - Cocoa Waterfront - Public Docking Slips
Applicant:	City of Cocoa

Project Elements *(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)*	**Total Estimated Cost**	**Applicant's Cost** (To the nearest $50)	**FIND Cost** (To the nearest $50)
Final Design & Engineering	$ 248,100.00	$ 124,050.00	$ 124,050.00
Day Slips	$ 2,143,663.00	$ 1,071,850.00	$ 1,071,850.00
Revetment	$ 597,237.00	$ 298,650.00	$ 298,650.00

****TOTALS =**	$ 2,989,000.00	$ 1,494,550.00	$ 1,494,550.00

Exhibit B 2025
CHAPTER 66B-2
WATERWAYS ASSISTANCE PROGRAM

66B-2.001 Purpose
66B-2.002 Forms
66B-2.003 Definitions
66B-2.004 Policy
66B-2.005 Funds Allocation
66B-2.006 Application Process
66B-2.0061 Emergency Applications
66B-2.007 Application Form (Repealed)
66B-2.008 Project Eligibility
66B-2.009 Project Administration
66B-2.010 Project Agreement (Repealed)
66B-2.011 Reimbursement
66B-2.012 Accountability
66B-2.013 Acknowledgement
66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects
66B-2.015 Small-Scale Derelict Vessel Removal Projects
66B-2.016 Waterways Cleanup Events

66B-2.001 Purpose.
Recognizing the importance and benefits of inland navigation channels and waterways, as well as noting problems associated with the construction, continued maintenance and use of these waterways, the Florida Legislature created Section 374.976, F.S. This law authorizes and empowers each inland navigation district to undertake programs intended to alleviate the problems associated with its waterways. The purpose of this rule is to set forth the District's policy and procedures for the implementation of an assistance program under Section 374.976, F.S., for local governments, member counties and navigation related districts within the District. This program will be known hereafter as the Florida Inland Navigation District's Waterways Assistance Program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.001.

66B-2.002 Forms.
All forms for the administration of this program are available from the District office located at 1314 Marcinski Road, Jupiter, Florida 33477.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.002.

66B-2.003 Definitions.
The basic terms utilized in this rule are defined as follows:

(1) "APPLICANT" means an eligible governmental agency submitting an application through this program.

(2) "APPLICATION" means a project proposal with the required documentation.

(3) "AUTHORIZED SUBMISSION PERIOD" means the established period for submitting applications to the District.

(4) "BEACH RENOURISHMENT" means the placement of sand on a beach for the nourishment, renourishment or restoration of a beach.

(5) "BOARD" means the Board of Commissioners of the Florida Inland Navigation District.

(6) "DISTRICT" means the Florida Inland Navigation District (FIND).

(7) "ELIGIBLE GOVERNMENTAL AGENCY" means member counties, local governments and navigation related districts within the taxing boundaries of the District.

(8) "ENVIRONMENTAL PERMITS" means those permits, proprietary authorizations, exemptions, or general permits for construction below mean high water line of a navigable waterway required and issued by or on behalf of the U.S. Army Corps of

Engineers, the Florida Department of Environmental Protection, and the South Florida or the St. Johns River Water Management Districts or their successors.

(9) “EXECUTIVE DIRECTOR” means the Executive Director of the Florida Inland Navigation District.

(10) “LIAISON AGENT” means the contact person officially designated to act on behalf of the applicant or the project sponsor.

(11) “LOCAL GOVERNMENTS” means municipalities, cities, or consolidated county governments, which are located within the member counties.

(12) “MARITIME MANAGEMENT PLAN” means a written plan containing a systematic arrangement of elements specifically formulated to identify, evaluate and promote the benefits of eligible waterway accessibility and enjoyment, with consideration and respect to the physical, environmental and economic parameters of the planning area.

(13) “MATCHING FUNDS” means those funds provided by the local sponsor to the project.

(14) “MEMBER COUNTY” means a county located within the taxing boundaries of the District which includes Nassau, Duval, St. Johns, Flagler, Volusia, Brevard, Indian River, St. Lucie, Martin, Palm Beach, Broward and Miami-Dade Counties.

(15) “NAVIGATION RELATED DISTRICTS” means port authorities, inlet districts or any other agency having legally authorized navigation related duties in waterways of the District.

(16) “PRE-AGREEMENT COSTS” means project costs approved by the District Board which have occurred prior to the execution of the project agreement.

(17) “PROGRAM” means the Florida Inland Navigation District Waterways Assistance Program.

(18) “PROGRAM FUNDS” means financial assistance awarded by the Board to a project for release to the project sponsor pursuant to the terms of the project agreement.

(19) “PROJECT” means a planned undertaking consisting of eligible program facilities, improvements or expenses for the use and benefit of the general public.

(20) “PROJECT AGREEMENT” means an executed contract between the District and a project sponsor setting forth mutual obligations regarding an approved project.

(21) “PROJECT MAINTENANCE” means any usual action, activity, expense, replacement, adjustment or repair taken to retain a project or grant item in a serviceable, operational or normal condition, or the routine efforts and expenses necessary to restore it to serviceable or normal condition, including the routine recurring work required to keep the project or grant item in such condition that it may be continuously used at its original or designed capacity and efficiency for its intended purpose.

(22) “PROJECT MANAGER” means the District employee who is responsible for monitoring the performance of the Project and compliance with the project agreement.

(23) “PROJECT PERIOD” means the approved time during which costs may be incurred and charged to the funded project.

(24) “PROJECT SPONSOR” means an eligible governmental agency receiving program funds pursuant to an approved application.

(25) “PUBLIC BUILDING” means a building or facility on government owned property that is owned or operated by a governmental entity, or operated by a third party operator. The building or facility must provide waterway related information, public meeting space, or educational services and be open to members of the public on a continual basis without discrimination.

(26) “PUBLIC MARINA” means a harbor complex used primarily for recreational boat mooring or storage, the services of which are open to the general public on a first come, first served basis without any qualifying requirements such as club membership, stock ownership, or differential in price.

(27) “PUBLICLY OWNED COMMERCIAL OR INDUSTRIAL WATERWAY ACCESS” means any publicly owned area specifically designed to be used for staging, launching, or off-loading by commercial or industrial waterway users on a first come, first served, short-term basis, to gain entry to or from the District’s waterways to serve the infrastructure needs of the District’s waterway users.

(28) “WATERWAYS” means the Atlantic Intracoastal Waterway, the Okeechobee Waterway, the Barge Canal in Brevard County west of the Port Canaveral Locks, those portions of the Dania Cut-Off Canal and the Hillsboro Canal east of the water control structures, all navigable natural rivers, bays, creeks or lagoons intersected by said waterways and all navigable natural creeks, rivers, bays or lagoons entering or extending from said waterways.

(29) “WATERWAY RELATED ENVIRONMENTAL EDUCATION” means an interdisciplinary holistic process by which the learner: develops an awareness of the natural and manmade environments of waterways; develops knowledge about how the environment of the waterways works; acquires knowledge about the technological, social, cultural, political, and economic

relationships occurring in waterway related environmental issues; and, becomes motivated to apply action strategies to maintain balance between quality of life and quality of the environment of waterways.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 2-6-97, Formerly 16T-2.003, Amended 5-17-98, 3-21-01, 3-20-03, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 3-25-21.

66B-2.004 Policy.

The following constitutes the policy of the District regarding the administration of the program:

(1) Financial Assistance Eligibility: Financial assistance, support and cooperation may be provided to eligible governmental agencies for approved projects as follows:

(a) Member counties may be provided financial assistance, support or cooperation in planning, acquisition, development, construction, reconstruction, extension, improvement, operation or the maintenance of public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, maritime management plans, and boating safety projects directly related to the waterways.

(b) Eligible local governments may also be provided financial assistance, support and cooperation in planning and carrying out public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, and boating safety projects directly related to the waterways.

(c) Navigation related districts may be provided with financial assistance to pay part of the costs of the planning and acquisition of dredge material management sites if the Board finds that the site is required for the long-range maintenance of the Atlantic Intracoastal Waterway channel. All such sites must meet the development and operational criteria established by the District through a long-range dredge material management plan for that county. Navigation related districts may also be provided with assistance for waterway related access projects, environmental mitigation projects associated with waterway improvement related activities, and inlet management projects if the Board finds that the project benefits public navigation in the Atlantic Intracoastal Waterway. All navigation related districts shall contribute at least equal matching funds to any District financial assistance provided. Seaports may also be furnished assistance and support in planning and carrying out environmental mitigation projects. All seaport projects shall benefit publicly maintained channels and harbors. Each seaport shall contribute matching funds for funded projects.

(d) Eligible projects shall include the acquisition and development of public boat ramps and launching facilities, including those in man-made, navigable waterways contiguous to “waterways” as defined in Rule 66B-2.003, F.A.C.

(2) Notification: The District will notify by direct mail, email and/or advertised public notice all eligible governmental agencies of the program and the upcoming authorized submission period.

(3) Project Approval: Approval of projects by the District shall be in accordance with these rules.

(4) Project Accessibility: Facilities or programs funded in whole or in part by program funds shall be made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition. Additionally, facilities funded in whole or in part by program funds, shall not require a paid membership for the general public of all of the member counties as a condition to use the facilities. User or entrance fees may be charged for the use of facilities funded in whole or in part by program funds, however such fees shall be reasonable and shall be the same for the general public of all of the member counties.

(5) Waterway Impacts: All development projects must be designed so as not to impact navigation along the District’s waterways through the placement of structures, attendant uses, or the necessity of a boating speed zone for safety purposes. Before applying for boating speed zone designation in District waterways because of a project funded by this program, the sponsor shall first receive approval from the Board. The Board will use the criteria found in Section 327.46(1), F.S., in determining whether to approve the proposed boating speed zone.

(6) Project Maintenance: The project sponsor shall be responsible for the operation, maintenance, and management of the project for the anticipated life of the project and shall be responsible for all expenses required for such purposes. The project shall be maintained in accordance with the standards of maintenance for other similar local facilities and in accordance with applicable health standards. Project facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The project sponsor shall have full legal authority and financial ability to operate and maintain the project facilities.

(7) Education Facilities and Programs: Waterways related environmental education facilities and programs sponsored by the District shall occur at specially designated environmental education facilities located adjacent and contiguous to the waterways. It is

the District's intent to consolidate its environmental education efforts in the least number of facilities within an area that will adequately serve the education needs of that area of the District.

(8) Public Information Availability: Public information produced with assistance from this program shall not be copyrighted and shall be provided free of cost, except for the cost of reproduction, to the public.

(9) Third-Party Project Operators: Projects that are being operated by a third party shall have sufficient oversight by the eligible project sponsor as determined by the Board. Such oversight, at a minimum, will include a project liaison that is a staff member of the eligible project sponsor, and oversight of the operating hours and admission fees of the facility by the eligible project sponsor through a legal agreement. All third party projects shall be open to the public in accordance with this rule.

(10) Non-compliance: The District shall terminate a project agreement and demand return of program funds disbursed to the project sponsor for non-compliance with any of the terms of the project agreement or this rule, if such non-compliance calls into question the ability of the applicant to complete the project. Failure of a project sponsor to comply with the provisions of this rule or the project agreement shall result in the District declaring the project sponsor ineligible for further participation in the program until such time as compliance has been met to the satisfaction of the District.

(11) Fees: Any public project eligible for District program funds that charges a fee or will charge a fee must create and maintain an enterprise fund for the public project that shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life. Accounting records of the previous five years of the public project's enterprise fund will be submitted as part of any subsequent assistance program application to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (2) FS. History–New 12-17-90, Amended 2-3-94, 2-6-97, Formerly 16T-2.004, Amended 5-18-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15.

66B-2.005 Funds Allocation.

The Board will allocate funding for this program based upon the District's overall goals, management policies, fiscal responsibilities and operational needs for the upcoming year. Funding allocations to navigation related districts, member counties and local governments shall be based upon the proportional share of the District's ad valorem tax collections from each county. If funds are determined to be available for the program, the District will notify potential eligible governmental agencies of the availability of program funding. Applications will be reviewed by the Board utilizing FIND Form No. 25-15 Waterways Assistance Program Application and Evaluation Worksheet (effective date 1-1-25), hereby incorporated by reference and available at: http://www.flrules.org/Gateway/reference.asp?No=Ref-17820, and available from the District office or by download from the District's webpage at: www.aicw.org.

(1) Funding Assistance Availability: In as much as the District has other fiscal responsibilities and operational needs, financial assistance to eligible government agencies shall not exceed an amount equal to ninety (90) percent of the proportional share of the District's ad valorem tax collections from each county in which such agencies are located. The District may make an exception to this funding limitation, if funds are determined to be available based upon the District's overall goals, management policies, fiscal responsibilities and operational needs, or in counties that are recovering from a state of emergency declared under Chapter 252, F.S.

(2) Project Funding Ratio: All financial assistance and support to eligible governmental agencies shall require, at a minimum, equal matching funds from the project sponsor, with the exception of public navigation projects that meet the provisions of subsection 66B-2.005(6), F.A.C., land acquisition projects in accordance with subsection 66B-2.005(7), and Rule 66B-2.008, F.A.C., small-scale spoil island restoration and enhancement projects that meet the provisions of Rule 66B-2.014, F.A.C., derelict vessel projects consistent with Rule 66B-2.0015, F.A.C., and Waterway Cleanup Projects approved under Rule 66B-2.0016, F.A.C., and projects approved in counties recovering from a state of emergency. Applicant's in-house costs are limited pursuant to paragraph 66B-2.008(1)(c), F.A.C. All financial assistance to seaports shall require equal matching funds. The District shall contribute no more than fifty percent (50%) of the local share of the cost of an inlet management or beach renourishment project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project.

(3) Pre-agreement Expenses: The project sponsor shall not commence work on an approved project element prior to the execution of the project agreement unless authorized by the Board during the review and funding approval process. Board authorization of pre-agreement expenses will be given for the commencement of work prior to the execution of a project agreement if the Board determines that there is a benefit to the District, its waterways or its constituents. All project costs must be incurred and work performed within the project period as stipulated in the project agreement unless pre-agreement costs are approved by the Board. Pre-agreement expenses will be approved if they are consistent with the provisions of Rule 66B-2.008, F.A.C., and occur

within the fiscal year of the grant application submission (October 1st to September 30th). Pre-agreement expenses, except for projects approved by the Board as multi-year projects, will be limited to fifty (50) percent of the project's total cost and if the expenses are eligible project expenses in accordance with this rule. Only one-half (1/2) or less of the approved pre-agreement expenses will be eligible for reimbursement funding from the District, except for projects approved by the Board as multi-year projects. The Board shall consider a waiver of the limitation on pre-agreement expenses for Small-Scale Derelict Vessel grants and land acquisition projects when the applicant demonstrates a direct need and benefit and the project is in accordance with the applicable provisions of Chapter 66B-2, F.A.C.

(4) Multi-Year Funding: The construction phase of projects that are large scale, involve multiple phases, have a construction time line of one year or longer, or are requesting a significant amount of assistance funding in relation to the total assistance available for the county where the project is located, will be reviewed and approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. The determination by the Board to provide assistance funding on a multi-year basis can be made at any time during the application review process. All approved multi-year projects are limited to a maximum of two (2) additional funding requests.

(5) Inlet Management and Beach Renourishment: Projects and project elements in the categories of inlet management and beach renourishment shall be subject to the following provisions. The District shall contribute no more than fifty percent of the local share of the cost of the project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project. Funding for the construction phase of an inlet management or beach renourishment project may be approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. Additionally the following provisions shall be met for inlet management or beach renourishment projects:

(a) Inlet Management: Inlet management projects shall benefit public navigation within the District and shall be consistent with Department of Environmental Protection approved inlet management plans and the statewide beach management plan pursuant to Section 161.161, F.S. Prior to funding any inlet management project, the Board shall make a finding that the project is a benefit to public navigation in the District. Inlet management projects that are determined to be consistent with Department of Environmental Protection approved inlet management plans are declared to be a benefit to public navigation.

(b) Beach Renourishment: All projects in this category shall be consistent with the statewide beach management plan. Beach renourishment projects shall only include those beaches that have been adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project. Prior to funding any beach renourishment project, the Board shall make a finding that the beaches to be nourished have been adversly impacted by navigation inlets, navigation structures, navigation dredging or a navigation project. The determination of beach areas that are adversely impacted by navigation for the purposes of this program shall be made by Department of Environmental Protection approved inlet management plans. If state funding is not provided for a beach project, public access with adequate parking must be available in accordance with Chapter 161, F.S.

(6) Public Navigation: Projects or project elements in the category of public navigation that will qualify for up to seventy-five percent (75%) program funds must be within the Intracoastal Right-of-Way (ROW), or provide public navigation channel access to two or more publicly accessible launching, mooring or docking facilities. In addition, the following shall apply:

(a) Navigation channel dredging: The project sponsor must demonstrate that the source of channel sedimentation has been identified and is in the process of, or has been controlled, or that the frequency and amount of shoaling is such that dredging will provide an improvement to the channel that will last for twenty (20) years or more and therefore is more cost effective than identifying and correcting the cause of shoaling, or that the cost of identifying the source of channel sedimentation exceeds the cost of the dredging project.

(b) Navigation channel lighting and markers must be located on primary or secondary public navigation channels.

Navigation projects or project elements that have one facility open to the public will qualify for up to fifty percent (50%) program funding. Dredging that is associated or ancillary to another use (such as a boat ramp, marina or pier) will be prioritized according to the associated use.

(7) Land Acquisition: Land acquisition projects shall qualify for a maximum of fifty (50) percent funding. All pre-agreement expenses for land acquisition must be completed within one-year of the date of application for funding. Except for acquisition of publicly owned spoil disposal site, all funded land acquisition projects must construct the required boating access facility within 7 years of completion of the land acquisition, or the District may require the applicant to refund the program funding. Immediately upon acquiring title to the land, the applicant shall record a declaration of covenants in favor of the District stating that if the required boating access facility is not constructed within 7 years and dedicated for the public use as a boating access facility in

perpetuity after completion of construction, the District shall require the applicant to refund the program funding.

(8) Seaport Funding Eligibility: Financial assistance to seaports may exceed the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the county in which such seaport is located if the seaport can demonstrate that a regional benefit occurs from the port's activities. Financial assistance to a seaport project that demonstrates a regional benefit shall not exceed an amount equal to (i) the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the counties where the benefit is demonstrated less (ii) funding allocated in the same fiscal year to all other local government projects funded in those counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (3) FS. History–New 12-17-90, Amended 6-24-93, 9-5-96, 2-6-97, Formerly 16T-2.005, Amended 5-17-98, 8-26-99, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 4-1-09, 3-7-11, 3-7-12, 4-10-13, 1-27-14, 5-15-16, 3-25-21, 5-14-25.

66B-2.006 Application Process.

(1) Application Period: With the exception of eligible Disaster Relief Projects, eligible Small-Scale Spoil Island Restoration and Enhancement Projects eligible Small-Scale Derelict Vessel Applications and Waterway Cleanup Events, all applications for assistance through this program will be submitted during the authorized submission period that shall be established by vote of the Board at a scheduled meeting.

(2) Application Forms: FIND Form No. 25-15 Waterways Assistance Program Project Application and Evaluation Worksheet (effective date 1-1-25), hereby incorporated by reference in Rule 66B-2.005, F.A.C. and available from the District office. With the exception of projects eligible under the Small-Scale Spoil Island Restoration and Enhancement program, the Small-Scale Derelict Vessel program, and eligible Waterway Cleanup Events, all applications for financial assistance and support through this program from member counties and local governments shall be made on FIND Form No. 25-15 Waterways Assistance Program Project Application and Evaluation Worksheet and shall include a detailed cost estimate submitted on FIND Form No. 25-20, Waterways Assistance Program Project Cost Estimate, (effective date 1-1-25), hereby incorporated by reference and available at: https://flrules.org/Gateway/reference.asp?No=Ref-17821, and available from the District office. In addition, all applicants shall submit a complete and detailed FIND form No. 25-25 Waterways Assistance Program Project Timeline (effective date 1-1-25), hereby incorporated by reference at https://flrules.org/Gateway/reference.asp?No=Ref-17822, and available from the District office.

(3) Sponsor Resolution: The project sponsor shall approve the submission of an application by official resolution from its governing board or commission. Said resolution shall be made on FIND Form No. 25-30, Resolution for Assistance Under the Florida Inland Navigation District Waterways Assistance Program (effective date 1-1-25), hereby incorporated by reference at https://flrules.org/Gateway/reference.asp?No=Ref-18021, and available from the District office.

(4) Attorney's Certification: If the application is for a project that is a land based development project the applicant shall submit an Attorney's Certification of Title, FIND Form 25-35 Attorney's Certification of Title (effective date 1-1-25), hereby incorporated by reference at https://flrules.org/Gateway/reference.asp?No=Ref-17824, and available from the District office.

(5) Maps and Geographic Information: All applicants shall be required to submit, at minimum, the following geographic information: A County location map, a project location map, a project boundary map, and a clear and detailed site development map for land development projects.

(6) Application Review: Prior to submitting the application to the District office, applicants shall obtain the local FIND Commissioner's initials on FIND Form No. 25-10 Waterways Assistance Program Applicant Checklist 25-10 Waterways Assistance Program Applicant Checklist (effective date 1-1-25), hereby incorporated by reference and available at https://flrules.org/Gateway/reference.asp?No=Ref-17825, and from the District office. It is the applicant's responsibility to make timely arrangements for the local FIND Commissioner's review. In the absence of extenuating circumstances outside of the applicant's control as determined by the Board of Commissioners, an application shall not be considered complete if it does not include the local FIND commissioner's initials on FIND Form No. 25-10. Upon receipt in the District office, staff will review the applications for completeness of the informational requirements identified in FIND Form No. 25-10 Waterways Assistance Program Applicant Checklist, and for compliance with the eligibility requirements of this rule. When an application is determined by staff to be incomplete or ineligible, staff will immediately inform the applicant by mail or email. The applicant will then have until the date established by the Board in the application package to bring the application into compliance. If the applicant fails to provide a complete application in compliance with these rules, the application will not be considered for funding. In order to have a complete application, the applicant shall not only submit the forms required under Rule 66B-2.006, F.A.C., and any other information

requirements identified in FIND Form No. 25-10 Waterways Assistance Program Applicant Checklist, but such forms and other submitted information must be completely filled out, executed as applicable, and also establish compliance with Chapter 66B-2, F.A.C.

(7) Interlocal Agreements: Applications that the Board determines will directly benefit the maintenance of the Atlantic Intracoastal Waterway channel as documented by the District's long range dredged material management plans, will directly benefit the maintenance of the Okeechobee Waterway channel as documented by the District's long range dredged material management plan, will directly benefit the maintenance or improvement of District property, right-of-way or navigation interests, or have multiple funding partners including the Corps of Engineers as the project manager can qualify for project assistance through an interlocal agreement pursuant to Chapter 163 or Section 374.984(6)(a), F.S. District staff will identify these applications and present them to the Board for their determination as to funding. Interlocal agreement projects shall comply with all other provisions of this rule, except for pre-agreement expenses, permitting and property control requirements.

(8) Application Presentations: Applications determined to be complete and in compliance with this rule will be forwarded to the Board for review and then scheduled for presentation to the Board at a scheduled meeting of the Board. Applicants can decline to make a presentation to the Board by submitting a written request.

(9) Application Evaluation and Rating Score: Following the presentations, the Board will review the applications and evaluate them using FIND Form 25-15 Waterways Assistance Program Application and Evaluation Worksheets. The total points awarded to each application by the Commissioners will be averaged to determine an application's final rating score. The final rating score for each application must equal or exceed 35 points for the application to be considered for funding assistance. Reconsideration of any application with a final rating score of less than 35 points will only occur if the majority of the Commissioners evaluating the project rated the project equal to or exceeding 35 points and two-thirds of the Commissioners vote for reconsideration of the application.

(10) Funding Determination: The Board will hold a funding allocation meeting at which time the Board will determine the allocation of funds, if any, to each project and the projects will be ranked by overall average score to facilitate final funding decisions by the Board. Allocations will be based in part upon the cumulative score of the applications as calculated from the Project Evaluation and Rating Form. Allocations will also be based upon the specific needs of the individual counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 6-24-93, 4-12-95, Formerly 16T-2.006, Amended 5-25-00, 3-21-01, 7-30-02, 3-20-03, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 1-27-14, 5-14-25.

66B-2.0061 Disaster Relief Applications.

Disaster Relief applications may be submitted to the District and considered by the Board at any time during the year to provide assistance to an eligible applicant for the removal of navigation obstructions and repair or replacement of waterway facilities damaged by a declared natural disaster. Applicants for Disaster Relief shall use the same forms listed in subsection 66B-2.006(2), F.A.C. The District shall consider these applications in accordance with these rules.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 6-24-93, Amended 2-6-97, Formerly 16T-2.0061, Amended 4-24-06, 3-25-21.

66B-2.007 Application Form.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 6-24-93, 2-3-94, 4-12-95, Formerly 16T-2.007, Repealed 7-30-02.

66B-2.008 Project Eligibility.

(1) Eligible Projects: Financial assistance and support through this program shall be used to plan or carry out public navigation and anchorage management, public recreation, environmental education, boating safety, acquisition and development of spoil sites and publicly owned commercial/industrial waterway access directly related to the waterways, acquisition and development of public boat ramps, launching facilities and boat docking and mooring facilities, inlet management, maritime management planning, environmental mitigation and beach renourishment.

(a) Program funds may be used for projects such as acquisition, planning, development, construction, reconstruction, extension, or improvement, of the following types of projects for public use on land and water. These project types will be arranged into a priority list each year by vote of the Board. The priority list will be distributed to applicants with the project application.

1. Public navigation channel dredging,
2. Public navigation aids and markers,
3. Inlet management projects that are a benefit to public navigation in the District,
4. Public shoreline stabilization directly benefiting the District's waterway channels,
5. Acquisition and development of publicly owned spoil disposal site and public commercial/industrial waterway access,
6. Waterway signs and buoys for safety, regulation or information,
7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities,
8. Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities,
9. Derelict Vessel Removal,
10. Waterways related environmental education programs and facilities,
11. Public fishing and viewing piers,
12. Public waterfront parks and boardwalks and associated improvements,
13. Maritime Management Planning,
14. Waterways boating safety programs and equipment,
15. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project; and,
16. Environmental restoration, enhancement or mitigation projects; and,
17. Other waterway related projects. Waterway projects that do not meet specific criteria in subsection 66B-2.005(5) or (6) or subparagraphs 66B-2.008(1)(a)1.-16., F.A.C., but are located on eligible waterways shall be considered for funding under the priority listing of "other waterway related project" and eligible for 25% funding.

(b) Ineligible Projects or Project Elements. Project costs ineligible for program funding or matching funds will include: contingencies, miscellaneous, reoccurring personnel related costs, irrigation equipment, ball-courts, park and playground equipment, and any extraneous recreational amenities not directly related to the waterway such as the following:
1. Landscaping that does not provide shoreline stabilization or aquatic habitat,
2. Restrooms for non-waterway users,
3. Roadways providing access to non-waterway users,
4. Parking areas for non-waterway users,
5. Utilities for non-waterway related facilities,
6. Lighting for non-waterway related facilities,
7. Project maintenance and maintenance equipment,
8. Picnic shelters and furniture for non-waterway related facilities,
9. Vehicles to transport vessels; and,
10. Operational items such as fuel, oil, etc.
11. Office space that is not incidental and necessary to the operation of the main eligible public building; and,
12. Conceptual project planning, including: public surveys, opinion polls, public meetings, organizational conferences; and,
13. Inlet maintenance.

(c) Project Elements with Eligibility Limits: Subject to approval by the Board of an itemized expense list:
1. The following project costs will be eligible for program funding or as matching funding if they are performed by an independent contractor:
a. Project management, administration and inspection,
b. Design, permitting, planning, engineering or surveying costs for completed construction project,
c. Restoration of sites disturbed during the construction of an approved project,
d. Equipment costs.

Before reimbursement is made by the District on any of the costs listed in subparagraph 1., above, a construction contract for the project, approved and executed by the project sponsor and project contractor must be submitted to the District.

2. Marine fire-fighting, Marine law enforcement and other vessels are eligible for a maximum of $125,000 in initial District funding. All future replacement and maintenance costs of the vessel and related equipment will be the responsibility of the applicant.

3. Waterway related environmental education facility funding will be limited to those project elements directly related to the District's waterways.

(d) Phasing of Projects: Applications for eligible waterway projects may be submitted as a phased project where Phase I will include the design, engineering and permitting elements and Phase II will include the construction of the project. A description and cost estimate of the Phase II work shall be submitted along with the Phase I application for Board review.

(2) Property Control: The site of a new proposed land-based development project, with the exception of those projects requesting Small-Scale Spoil Island Restoration and Enhancement funding, shall be dedicated for the public use for which the project was intended for a minimum period of 35 years after project completion. Such dedication shall be in the form of a deed, lease, management agreement or other legally binding document and shall be recorded in the public property records of the county in which the property is located. This property control requirement also applies to a project site owned by another governmental entity. The governmental entity that owns the project site may be joined as a co-applicant to meet this property control requirement. Existing land based development projects that are being repaired, replaced or modified must demonstrate that the project site has been dedicated for public use for at least 25 years with at least 10 years remaining on the dedication document. Property shall also be deemed dedicated for public use if:

(a) The property has been designated for the use for which the project is intended (even though there may have been no formal dedication) in a plat or map recorded prior to 1940, or

(b) The project sponsor demonstrates that it has had exclusive control over the property for the public use for which the project is intended for a period of at least 30 years prior to submission of the application, or

(c) There is no ongoing litigation challenging the designated use of the property as shown on the plat or map, nor has there been any judicial determination contrary to the use by the public for the use shown on the plat or map.

(3) Permits: The project sponsor is responsible for obtaining and abiding by any and all federal, state and local permits, laws, proprietary authorizations and regulations in the development and operation of the project. Applicants for construction projects that include elements that require state or federal environmental permits or proprietary authorizations will demonstrate that all required environmental permitting and authorizations will be completed by the third Monday in September. This demonstration will be by submission of the required environmental permit(s) and authorizations, or by submission of a letter from the agency(s) stating that a permit or authorization is not required. Failure to timely submit the required environmental permits and authorizations or letters stating such permits or authorizations are not required shall result in the application not being considered for funding.

(4) Public Marina Qualifications: All public marina projects funded through this program shall include sewage pumpout facilities for vessels, unless the applicant can demonstrate that inclusion of such a facility is physically, operationally or economically impracticable. All public marina projects funded through this program shall have at least ten percent (10%) of their slips or mooring areas available for transient vessels. Public marina dockage rates shall be within market comparison of the dockage rates of other area marinas. The public marina will be required to establish and maintain an accounting of the funds for the facility and shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life.

(5) The District may assist eligible local governments with efforts to prepare and implement a comprehensive maritime management plan. The plan shall be utilized by the eligible government to promote and maximize the public benefit and enjoyment of eligible waterways, while identifying and prioritizing the waterway access needs of the community. The plan should not duplicate any existing or ongoing efforts for the same waterway or water shed, nor shall the District participate in any effort that does not address the basic maritime needs of the community.

(a) Existing plans may be updated at reasonable intervals or amended to include waterway areas previously not included in the original effort. Public, government, environmental, industry and other pertinent interest groups shall be solicited and included for input in the planning process.

(b) The plan shall be utilized as a tool to provide a minimum 5-year planning analysis and forecast for the maritime needs of the community, and shall include, at minimum, the following:

1. Public boat ramp and ramp parking inventory and analysis.
2. Public mooring and docking facility analysis, including day docks and transient slips.
3. Commercial and working waterfront identification and needs analysis.
4. The identification, location, condition and analysis of existing and potential navigation channels.
5. An inventory and assessment of accessible public shorelines.
6. Public Waterway transportation needs.
7. Environmental conditions that affect boat facility siting, a current resource inventory survey, and restoration opportunities.
8. Economic conditions affecting the boating community and boating facilities.

9. Acknowledgment and coordination with existing data and information, including an emphasis on the Intracoastal Waterway.

(c) Projects requested for assistance program funding shall be consistent with the applicant's maritime management plan. The applicant should utilize the plan to assist in prioritizing waterway improvement projects.

(6) All eligible environmental restoration, enhancement or mitigation projects as well as the environmental restoration, enhancement or mitigation components of other types of projects shall be required to pursue and assign any available mitigation credits to the District for that share of the project funded through the District's Assistance Program. All eligible environmental restoration, enhancement or mitigation projects shall provide public access where possible.

(7) Final Decisions: The Board will make all final decisions on the eligibility of a Project or specific project costs.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1)-(3) FS. History–New 12-17-90, Amended 9-2-92, 6-24-93, 2-3-94, 4-12-95, 9-5-96, 2-6-97, Formerly 16T-2.008, Amended 5-17-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-20-03, 3-3-04, 4-15-07, 3-25-08, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15, 2-21-16, 3-25-21, 3-9-23, 3-11-24.

66B-2.009 Project Administration.

The District will appoint a project manager who shall be responsible for monitoring the project and the project agreement. The project manager shall also be responsible for approving all reimbursement requests. The project sponsor shall appoint a liaison agent, who will be a member of the eligible applicant's staff, to act on its behalf in carrying out the terms of the project agreement. Administration of the project will be as follows:

(1) Project Agreement: For each funded project, the District and the project sponsor will enter into a project agreement. The project agreement shall be executed and returned by the project sponsor within six (6) months of the approval of the project funding and prior to the release of program funds, setting forth the mutual obligations of the parties concerning the project. The project agreement shall incorporate the applicable policies and procedures of the program as outlined in this rule. Project agreements will be for a two-year period with the possibility for one, one-year extension. Any request for a one-year extension of funding shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than July of fiscal year two of the approved project. This request will then be considered by the DISTRICT Board, whose decision shall be final. In review of these requests, the Board will take into consideration the current status and progress of the project and the ability of the applicant to complete the project within one additional year.

(2) Matching Funds: The project sponsor shall clearly identify and enumerate the amount and source of the matching funds it will be using to match the program funds supplied by the District for an approved project. The project sponsor shall provide suitable evidence that it has the matching funds available at the time the project agreement is executed.

(3) Agreement Modification: All proposed changes to the project agreement must be submitted to the District in writing by the project sponsor accompanied by a statement of justification for the proposed changes. All project agreement amendments shall be approved by the District Board, except that the Executive Director may approve a minor project agreement amendment for a project within a county with the local District commissioner's concurrence. A minor project amendment shall not change the approved project's category, result in a reallocation of more than 35% of the approved funding of the project among project elements, nor allow for a greater than 35% change in the project scale or scope of work. Project agreement amendments will not include a change to the approved project's location or a change in the approved project's purpose or project type. Agreed changes shall be evidenced by a formal amendment to the project agreement and shall be in compliance with these rules.

(4) Project Reporting: The liaison agent will submit quarterly reports to the project manager summarizing the work accomplished since the last report, problems encountered, percentage of project completion and other appropriate information. These reports shall continue throughout the length of the project period until completion of the project. The report shall be submitted on Form 95-02, "Assistance Program Project Quarterly Status Report," dated 7-30-02, hereby incorporated by reference and available at the District office. A Final Project Report shall be submitted at the completion of the project and shall at minimum include: project summary, photo of completed project, final cost, project benefits to the waterway and location address.

(5) Reimbursement Requests: The liaison agent may submit periodic reimbursement requests during the project period in accordance with Rule 66B-2.011, F.A.C. The project manager will approve or disapprove all reimbursement requests. The final payment of program funds will be made upon certified completion of the project by the District.

(6) Project Inspection: Upon reasonable request, the project manager shall have the right to inspect the project and any and all records relating to the project.

(7) Project Completion: The project shall be completed within three (3) years of the date of the beginning of the District's first

fiscal year for which the project was approved. If the completion of a project is impacted by a declared state of emergency and the Board waives this rule section, the extension of time granted shall not exceed one additional three (3) year period.

(8) Project Completion Requirements: Upon completion of the project, the liaison agent shall provide the following to the project manager:

(a) A Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), hereby incorporated by reference and available from the District office, which certifies that the project was completed in accordance with the project agreement and the final project plans.

(b) A final reimbursement request accompanied by all required billing statements and vouchers.

(c) Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.

(d) Photograph(s) of the completed project clearly showing the program improvements.

(9) Project Completion Review: The project manager will review the project completion package and will authorize or reject the final reimbursement payment which will include all retained funds from previous requests.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.009, Amended 3-21-01, 7-30-02, 3-7-11, 1-27-14, 3-25-21.

66B-2.010 Project Agreement.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-5-96, Formerly 16T-2.010, Amended 3-21-01, Repealed 7-30-02.

66B-2.011 Reimbursement.

The District shall release program funds in accordance with the terms and conditions set forth in the project agreement. This release of program funds shall be on a reimbursement only basis. The District shall reimburse the project sponsor for project costs expended on the project in accordance with the project agreement. Project funds to be reimbursed will require the submission of a Reimbursement Request Form and required supporting documents, FIND Form No. 90-14 (effective date 7-30-02) hereby incorporated by reference and available from the District office.

(1) Authorized Expenditures: Project funds shall not be spent except as consistent with the project agreement cost estimate that was approved by the Board, which shall be an attachment to the project agreement. This cost estimate will establish the maximum funding assistance provided by the District and the percentage of funding provided by each party to the project. The District will pay the lesser of:

(a) The percentage total of project funding that the Board has agreed to fund, or

(b) The maximum application funding assistance amount.

(2) Phase I Reimbursement: In accordance with these rules, reimbursement cannot be made on a Phase I application until a construction contract is executed by the applicant for the construction phase of the project. If the Phase I project is completed but a construction contract is not executed by the three (3) year project deadline, then the District shall only allow one (1) year from the Phase I project deadline to enter into the required construction contract before the Phase I funding is cancelled.

(3) Reimbursement Requests: All project costs shall be reported to the District and summarized on the Reimbursement Request Form. All requests for reimbursement shall include supporting documentation such as billing statements for work performed and cancelled payment vouchers for expenditures made.

(4) Retainage: The District shall retain ten percent (10%) of all reimbursement payments until final certification of completion of the project. The District shall withhold any reimbursement payment, either in whole or part, for non-compliance with the terms of this agreement.

(5) Check Presentations: A District representative shall present the final reimbursement check to the project sponsor during a public commission meeting or public dedication ceremony for the project facility.

(6) Recovery of Additional Project Funding: If the project sponsor receives additional funding for the project costs from another source that was not identified in the original application and that changes the agreement cost-share percentage, the project sponsor shall proportionately reimburse the District’s program funds equal to the cost-share percentage in the approved project agreement. The project sponsor shall promptly notify the District of any project payments it receives from a source other than the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 6-24-93, Formerly 16T-2.011, Amended

3-31-99, 7-30-02, 3-7-11.

66B-2.012 Accountability.

The following procedures shall govern the accountability of program funds:

(1) Accounting: Each project sponsor is responsible for maintaining an accounting system which meets generally accepted accounting principles and for maintaining such financial records as necessary to properly account for all program funds.

(2) Quarterly Reports: The project sponsor shall submit quarterly project status reports to FIND in accordance with subsection 66B-2.009(4), F.A.C.

(3) Completion Certification: All required final completion certification documents and materials as outlined in subsection 66B-2.009(8), F.A.C., of this rule shall be submitted to the District prior to final reimbursement of program funds.

(4) Auditing: All project records including project costs shall be available for review by the District or by an auditor selected by the District for 3 years after completion of the project. Any such audit expenses incurred shall be borne entirely by the project sponsor.

(5) Project Records: The project sponsor shall retain all records supporting project costs for three years after either the completion of the project or the final reimbursement payment, whichever is later, except that should any litigation, claim, or special audit arise before the expiration of the three year period, the project sponsor shall retain all records until the final resolution of such matters.

(6) Repayment: If it is found by any State, County, FIND, or independent audit that program funds have not been used in accordance with this rule and applicable laws, the project sponsor shall repay the misused program funds to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.012, Amended 7-30-02.

66B-2.013 Acknowledgement.

The project sponsor shall erect a permanent sign, approved by the District, at the entrance to the project site which indicates the District's participation in the project. This sign shall contain the FIND logo. In the event that the project sponsor erects a temporary construction sign, this sign shall also recognize the District's participation. If the final product of the project is a report, study or other publication, the District's sponsorship of that publication shall be prominently indicated at the beginning of the publication. If the project results in an educational display, the District's logo and a statement of the District's participation in the project shall be contained in the display.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.013, Amended 2-22-10.

66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects.

Proposals shall be accepted for the restoration or enhancement of spoil islands and natural islands within the District's waterways for recreational, navigational, educational, and environmental purposes. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – A Request for Proposals procedure will be used to request proposals for consideration. Proposals shall follow the format described in FIND Document #03-02, Call for Proposals – Small-Scale Spoil Island Restoration and Enhancement Program (effective date 7-30-02), hereby incorporated by reference and available from the District office. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Matching Funds: Small-scale spoil island restoration and enhancement may qualify for up to ninety percent (90%) program funds. The applicant's ten percent (10%) matching funds may include in-kind contribution pursuant to paragraph 66B-2.014(4)(b), F.A.C.

(3) Eligibility: All proposals must meet the following eligibility criteria to be considered for funding:

(a) Management Plan Compliance: Projects shall be in compliance with the provisions of any Spoil Island Management Plans or other management plans that govern the Project site.

(b) Property Control: The Project Sponsor must have written property rights on the Project site to construct and maintain the Project for a minimum of five years. Such property rights can be in the form of a lease, interlocal agreement, use agreement or other legal form approved by the District. The applicant shall include a map clearly delineating the location of all proposed work included in the application.

(4) Funds Allocation: Funds shall be allocated pursuant to Rule 66B-2.005, F.A.C., subject to the exceptions identified in this

rule, and with the following additions:

(a) The District shall fund a maximum of up to $20,000 per project, not to exceed $60,000 per County, per fiscal year.

(b) The Project Sponsor may contribute in-kind construction labor; such in-kind construction labor costs will be valued at the Independent Sector estimated national value of each volunteer hour. No administrative costs can be incorporated into the Project as Project costs.

(c) The funding provided by the District shall only be allocated for specific Project expenses such as construction materials, trash removal and management, sign installation, plant materials, herbicides, etc. The funding provided by the District shall not be allocated for parties, food or beverages.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 7-30-02, Amended 4-24-06, 3-7-11, 3-25-21, 3-11-24, 5-14-25.

66B-2.015 Small-Scale Derelict Vessel Removal Projects.

Proposals shall be accepted for financial assistance for the removal of derelict vessels within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – Applications shall be submitted on a completed FIND Form No. 05-01 (Small-Scale Derelict Vessel Removal Program) (effective date 4-24-06), and FIND Form No. 01-06 (Small-Scale Derelict Vessel Removal Program – Project Cost Estimate), (effective date 4-24-06), hereby incorporated by reference and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have a current bid for removal for such vessels, or have completed the removal of such vessels within the 6 months preceding the application, subject to eligibility under these program rules.

(3) The program must be sponsored by an eligible government agency or not-for-profit organization.

(4) District funding shall be limited to $150,000.00 per county, per year, provided on a reimbursement basis only. The limitation on pre-agreement expenses may be waived by the Board in accordance with subsection 66B-2.005(3), F.A.C.

(5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.

(6) The derelict vessel must be located in the District's Waterways, as defined in Rule 66B-2.003, F.A.C. The applicant shall include a map clearly delineating the location of all vessels included in the application.

(7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.

(8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.

(9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.

(10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.

(11) The District Board shall make all final decisions concerning the provision of funding for this program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 4-24-06, Amended 4-15-07, 3-25-08, 3-7-11, 1-27-14, 3-25-21, 3-9-23, 3-11-24.

66B-2.016 Waterways Cleanup Events.

Proposals shall be accepted for financial assistance for the organized removal of refuse within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure: Prior to the event, a request for funding shall be submitted to the District by means of a cover letter detailing the occurrence of the cleanup, contact information, a map of the cleanup locations and the general parameters of the event. In addition, the Applicant will submit a detailed budget clearly delineating the expenditure of all District funds, as well as the overall general budget of the event. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Availability: The District shall fund a maximum of one clean-up program per waterway, per year within a county, with

exception to the provisions of subsections (8) through (10), below.

(3) Applicant Eligibility: The clean-up program must be sponsored by a government agency or a registered not-for-profit corporation.

(4) Funding: District funding shall be limited to $5,000 per waterway, per county, except for the provisions of subsections (8) through (10), below.

(5) The District shall be recognized in all written, online, audio or video advertising and promotions as a participating sponsor of the clean-up program.

(6) Funding Eligibility: The funding provided by the District shall only be allocated to reimburse the applicant for out of pocket expenditures related to specific cleanup program expenses such as trash bags, trash collection, haul and landfill fees, gloves, advertising, T-shirts, and related expenses. The funding provided by the District shall not be allocated for parties, meetings, food or beverages.

(7) The District Board shall make all final decisions concerning the provision of funding for a clean-up program.

In addition to the requirements stated above, a cleanup program implementing all of the following additional incentives will qualify for up to additional $5,000 in clean up funds.

(8) The clean-up program budget must provide equal or greater matching funds for all Navigation District funding.

(9) The applicant shall tally and report the composition and location of the waterway-related debris, with the goal to show definitive progress in the amount of refuse collected, a reduction in the overall debris in the waterway, or an increase in the number of additional waterway areas included in the clean up.

(10) For each additional $1,000 in Navigation District funding, the applicant shall coordinate a minimum of one waterway collection point or clean up area, or an applicant can conduct an additional waterway cleanup program for the waterway areas.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 3-7-11.

EXHIBIT C

FLORIDA INLAND NAVIGATION DISTRICT

ASSISTANCE PROGRAM

Matching Funds Certification

Sponsor:_____

Project Title:_____ Project #:_____

Source of Matching Funds: _____
_____

Amount of Matching Funds: _____
_____

I hereby certify that the above referenced project Sponsor, as of October 01, 2025, has the required matching funds for the accomplishment of the referenced project in accordance with the Waterways Assistance Program Project Agreement between the Florida Inland Navigation District and the Sponsor, dated _____.*

Project Liaison Name:_____

Project Liaison Signature:_____

Date:_____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

FIND Form No. 95-01 New 9/9/95 (revised 7-30-02)

EXHIBIT D

FLORIDA INLAND NAVIGTION DISTRICT

PAYMENT REIMBURSEMENT REQUEST FORM

Project Number and Project Name:			
Project Sponsor (Grantee):			
Reimbursement Request # (or final):			Notes for clarification of this Reimbursement Request:
Grant Amount			
Previous Total Payments			
Previous Total Retainage Held by FIND			
Available Balance	$ 0.00		
Funds Requested for this Payment			
10% FIND Retainage (Unless Final)			
Check Amount	$ 0.00		
Grant Amount	$ 0.00		
All Payments + All FIND Paid Retainage	$ 0.00		
Remaining Balance	$ 0.00		

SCHEDULE OF EXPENDITURES (Should correspond to Project Agreement Exhibit A)

Expense Description	Vendor Name	Check No.	Invoice #	Total Cost	Applicant Cost	FIND Cost
			TOTALS	$ 0.00	$ 0.00	$ 0.00

Certification for Reimbursement: I certify that the above expenses were necessary and reasonable for the accomplishment of the approved project and that these expenses are in accordance with Exhibit "A" of the Project Agreement. *

Project Liaison	Date

*S 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT E

FLORIDA INLAND NAVIGATION DISTRICT ASSISTANCE PROGRAM

Project Completion Certification

Sponsor:_____

Project Title:_____ Project #:_____

I hereby certify that the above referenced project was completed in accordance with the Assistance Program Project Agreement between the Florida Inland Navigation District and _____, dated _____, 20_____, and that all funds were expended in accordance with Exhibit "A" and Paragraph 1 of the Project Agreement. *

Project Liaison Name:_____

Project Liaison Signature:_____

Date:_____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

FIND Form No. 25-45 (Effective Date: 1-1-26)

EXHIBIT F

FLORIDA INLAND NAVIGTION DISTRICT

ASSISTANCE PROGRAM PROJECT QUARTERLY STATUS REPORT

Submitted by:	
Email:	

Project Number:	
Project Name:	
Project Sponsor (Grantee):	

1st Quarter (October to December)	Date Submitted:		5ŵẑŜ December 30th
Project Issues:			
2nd Quarter (January to March)	Date Submitted:		Due March 30th
Project Issues:			
3rd Quarter (April to June)	Date Submitted:		Due June 30th
Project Issues:			
4th Quarter (July to September)	Date Submitted:		Due September 30th
Project Issues:			

Percentage of total project completion:		Anticipated Project Completion Date:	

Please name the file attachment as follows:

Project #, Project Name, (1st, 2nd, 3rd, 4th) Quarter Report, Year
Example: DA-MI-25-499 Marine t l·ℕ⁀ Docks 4th Quarter Report 2026

EXHIBIT G
ASSISTANCE PROJECT SCHEDULE

OCTOBER 2025- Project Agreement Executed, Project Initiates.

DECEMBER 30, 2025- First Quarterly Report Due· Use Quarterly Status Report Form Exhibit F: https://aicw.org/grant_and_assistance_programs/waterway_assistance_programs_wap/index.php

MARCH 30, 2026- Second Quarterly Report Due.

JUNE 30, 2026- Third Quarterly Report Due.

SEPTEMBER 30, 2026- Fourth Quarterly Report Due.

DECEMBER 30, 2026- Fifth Quarterly Report Due.

MARCH 30, 2027- Sixth Quarterly Report Due.

JUNE 30, 2027- Seventh Quarterly Report Due.

NOTE: If the project <u>will not</u> be completed and all close out paperwork submitted by September 30th , a request for a 1-year extension of the completion date of the project should be submitted with the June 2027 quarterly report.

SEPTEMBER 1-30, 2027- Work on Closeout paperwork
Closeout paperwork consists of :

1. Project Completion Certificate, FIND Form No. 25-45 (Effective Date: 1-1-26), which certifies that the project was completed in accordance with the project agreement and the final project plans.
2. A final reimbursement request accompanied by all required supporting documentation including bills and canceled payment vouchers for expenditures.
3. Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.
4. Photograph(s) of the completed project clearly showing the program improvements. (jpg or tif format)
5. A Final Project Report (1-2 pages) that shall at minimum include: project name and address, project summary, final cost, and project benefits to the waterway.

SEPTEMBER 30, 2027 - End of Grant. All work must be completed and closeout paperwork submitted. October 2026- finish processing closeout paperwork, perform project inspection and submit final reimbursement check and coordinates check presentation with sponsor.

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*<u>**NOTE**: **ANY MODIFICATIONS** to the PROJECT shall require advance notice and prior written approval of the District</u>. The appropriate timing for modifications to the project cost estimate, Exhibit A, would be after receipt of bids.*

***NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G may result in revocation of this agreement pursuant to Section 13 of the project agreement.**

EXHIBIT H

https://aicw.org/resources/logos.php



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 **Mead & Hunt, Inc.**, a foreign corporation authorized to do business in Florida ("Engineer"), whose address is 2440 Deming Way, Middleton, WI 53562-1562.

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 Mead & Hunt, Inc., a foreign 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 Agreemenfot 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.

City and Engineer are not liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages ("damages").

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

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

5.8 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Engineer shall remain liable to the City in accordance with applicable law for all damages to the City caused by Engineer's performance of any services provided under this Agreement.

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

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

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

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

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

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

8.0 SAFETY

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

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant Engineer reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

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 $500,000. 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 $10,000.00, 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 l0.l.b and l0.l.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 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 or similar locality at the same time. Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Engineer shall

provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on Engineer's behalf with respect to the Services. In addition, Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes, and regulations applicable to Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities at the time the Services are rendered. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 2.2 herein, Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top 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 represents 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, the City, its officers, directors, employees, agents assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual infringement of any patent, copyright, or trademark resulting from the use of any goods, Services, or other item provided under this Agreement. Notwithstanding the foregoing, Engineer may elect to provide non-infringing services.

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Engineer agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Engineer related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Engineer. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Engineer are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

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

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

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

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

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

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

15.0 ASSIGNMENT

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

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

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

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

16.0 INDEPENDENT CONTRACTOR

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

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

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

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

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

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

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

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

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

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

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

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Engineer, terminate this Agreement, without penalty, if: (a) Engineer is in default pursuant to Section 17.0, Default; (b) 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 by 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 represents 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:
Mead & Hunt, Inc.
Attention:
4401 Eastport Park Way
Port Orange, FL 32127
386-761-6810 (Phone)
386-761-3977 (Fax)

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, agents, and volunteers harmless from any and all claims, injuries, liabilities, damages, losses, costs or suits, including reasonable 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:

CITY OF COCOA

By: Michael C. Blake

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

ATTEST:

By: Carie Shealy

Carie Shealy, City Clerk

ENGINEER:

MEAD & HUNT, INC.

By:

Print Name/Title: David King/Vice President

EXHIBIT A
Engineer's Rate Schedule

MEAD & HUNT, Inc.
Municipal Billing Rate Schedule
Effective January 1, 2023

Standard Billing Rates

Clerical	$82.00 / hour
Technical Editor	$123.00 / hour
Technician I, Technical Writer, Administrative Assistant	$101.00 / hour
Technician II	$123.00 / hour
Technician III	$140.00 / hour
Technician IV	$156.00 / hour
Senior Technician	$171.00 / hour
Engineer I	$137.00 / hour
Engineer II	$155.00 / hour
Engineer III	$168.00 / hour
Senior Engineer	$175.00 / hour
Project Engineer	$186.00 / hour
Senior Project Engineer/Project Manager	$201.00 / hour
Senior Associates	$220.00 / hour
Principal	$244.00 / hour
Senior Client/Project Manager	$256.00 / hour

Expenses

Out-Of-Pocket Direct Job Expenses	cost plus 15%

Such as reproductions, sub-consultants / contractors, etc.

Travel Expense

Company or Personal Car Mileage	IRS rate / mile
Air and Surface Transportation	cost plus 15%
Lodging and Sustenance	cost plus 15%

Billing & Payment

Travel time is charged for work required to be performed out-of-office.

Invoicing is on a monthly basis for work performed.

This schedule of billing rates is effective January 1, 2023, and will remain in effect until December 31, 2023, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

February 7, 2023

Mead & Hunt
4401 Eastport Park Way
Port Orange, Florida 32127

Attention: Mr. David King, PE

Subject: Fee Schedule for Geotechnical Engineering
and Construction Materials Testing Services
Mead & Hunt Continuing Services Contract with
City of Cocoa, Florida

Dear Mr. King:

Congratulations on being selected as a continuing services consultant for the City of Cocoa. We appreciate the opportunity to be part of your team as the geotechnical engineering consultant, and we look forward to helping you meet the needs of the City of Cocoa.

As requested, we have provided the attached fee schedule for geotechnical engineering and construction materials testing services that may be utilized for the above referenced contract. Ardaman & Associates, Inc. will provide a written scope of work and cost estimate for each potential assignment after discussing the needs with the Mead & Hunt project manager.

We are pleased to be of assistance to you on this contract. Please contact us should you need any additional information or to discuss a project.

Very truly yours,
ARDAMAN & ASSOCIATES, INC.
Certificate of Authorization No. 5950



Jason P. Manning, P.E.
Branch Manager

Attachment: Fee Schedule

ARDAMAN ASSOCIATES, INC.
2023 FEE SCHEDULE
ENGINEERING AND TESTING SERVICES

ENGINEERING		
Data Evaluation, Engineering Analysis, Design, Inspections, Field Monitoring, etc.		
Senior Consultant	Per Hour	$204.00
Senior Engineer	Per Hour	$193.00
Senior Project Engineer/Hydrogeologist	Per Hour	$162.00
Threshold Inspector (Professional Engineer)	Per Hour	$182.00
Project Engineer	Per Hour	$144.00
Assistant Project Engineer/Hydrogeologist	Per Hour	$131.00
Staff Engineer/Threshold Field Representative	Per Hour	$116.00
CONSTRUCTION MONITORING AND FIELD TESTING		
Field Technician/Inspector V/Metals Technician	Per Hour	$89.00
Field Technician/Inspector IV	Per Hour	$81.00
Field Technician III	Per Hour	$68.00
Field Technician II	Per Hour	$61.00
Field Technician I	Per Hour	$56.00
LABORATORY TESTING		
Visual Classification and Sample Handling, Special Laboratory Tests (Leaching Studies, Slurry Consolidation, etc.)		
Laboratory Technician V	Per Hour	$89.00
Laboratory Technician IV	Per Hour	$81.00
Laboratory Technician III	Per Hour	$68.00
Laboratory Technician II	Per Hour	$61.00
Laboratory Technician I	Per Hour	$56.00
SUPPORT PERSONNEL		
Engineering Designer V	Per Hour	$96.00
Engineering Designer III	Per Hour	$82.00
Engineering Designer I	Per Hour	$76.00
Technical Draftsman III	Per Hour	$74.00
Technical Draftsman I	Per Hour	$62.00
Technical Secretary	Per Hour	$63.00
MISCELLANEOUS EXPENSES		
Outside Services and Expenses	Per Job	At Cost + 15%
Printing and Reproduction	Per Job	At Cost + 15%
Copying	Per Page	$0.25
Mileage (Automobile)	Per Mile	$0.72
Mileage (Truck)	Per Mile	$1.03

These prices are in effect for work completed through December 31, 2023. This fee schedule will be superseded by the 2024 fee schedule for work performed after December 31, 2023

ARDAMAN ASSOCIATES, INC.
2023 FEE SCHEDULE
ENGINEERING AND TESTING SERVICES

MOBILIZATION		
Mobilization and Demobilization		
· Men and Equipment	Per Rig-Hour	$238.00
· Mileage - Rig	Per Rig-Mile	$1.16
· Mileage - Truck	Per Truck-Mile	$1.03
· Portable Barge	Per Job	$6,000.00 min.
STANDARD DRILLING		
Auger Borings (4-inch)	Per Lineal Foot	$13.20
Wash Borings - Cuttings Only (up to 3 inch)		
· Soil drilling	Per Lineal Foot	$11.00
· Rock drilling	Per Lineal Foot	$15.00
Standard Penetration Test (SPT) Borings		
(ASTM D-1586) in soil (N-values <50):		
· from surface to 25 feet	Per Lineal Foot	$17.55
· from 25 feet to 50 feet	Per Lineal Foot	$18.70
· from 50 feet to 100 feet	Per Lineal Foot	$21.00
· from 100 feet to 125 feet	Per Lineal Foot	$27.25
· from 125 feet to 150 feet	Per Lineal Foot	$37.70
Standard Penetration Test (SPT) Borings in		
high resistance soil/rock (N-values >50)	Add'l Price Per LF	$5.90
Furnish, Install, and Remove Casing (up to 4-inch):		
· from surface to 50 feet	Per Lineal Foot	$11.80
· from 50 feet to 100 feet	Per Lineal Foot	$14.45
· from 100 feet to 150 feet	Per Lineal Foot	$18.00
Drilling (Time Basis)/2 man-crew	Per Crew-Hour	$233.00
Drilling (Time Basis)/3 man-crew	Per Crew-Hour	$268.00
Support Water Truck (Time Basis)	Per Day	$215.00
Rock Coring (N or H size)		
· from surface to 50 feet	Per Lineal Foot	$46.55
· from 50 feet to 100 feet	Per Lineal Foot	$51.40
· from 100 feet to 150 feet	Per Lineal Foot	$54.60
Field Permeability	Per Test	$362.00
Mud Bug Vehicle	Per Lineal Foot	Standard Rates x 1.1
Barge Drilling	Per Lineal Foot	Standard Rates x 1.5
SAMPLING		
Additional SPT Sampling:		
· from 10 feet to 25 feet	Per Additional Sample	$37.00
· from 25 feet to 50 feet	Per Additional Sample	$41.00
· from 50 feet to 100 feet	Per Additional Sample	$45.00
· from 100 feet to 125 feet	Per Additional Sample	$50.00
· from 125 feet to 150 feet	Per Additional Sample	$63.00
Undisturbed Samples:		
· Shelby Tube	Per Sample	$213.00
· Fixed-Piston Shelby, Osterberg, Pitcher	Per Sample	$220.00
SOUNDINGS		
Electric Dutch Cone Soundings	Per Lineal Foot	$16.30
Piezocone Soundings	Per Lineal Foot	$18.20
Muck Probing/Clay Sampling	Per Crew Hour	$196.00
Electric Dutch Cone Soundings	Per Crew Hour	$250.00
Piezocone/Piezoprobe Soundings (Time Basis)	Per Crew Hour	$262.00
Piezoprobe Dissipation Monitoring	Per Crew Hour	$213.00
OTHER CHARGES		
Clearing Difficult Access, Hole Location and Set-Up	Per Crew-Hour	$226.00
Standby Time	Per Crew-Hour	$226.00
Piezometer and Well Installation (plus materials)	Per Crew-Hour	$226.00
Bore Hole Grouting and Sealing (plus materials)	Per Crew-Hour	$226.00
Well Clearing/Sensitivity/Water Level	Per Crew-Hour	$201.00
Air Boat Use	Per Day	$579.00
Instrumentation Unit Use	Per Day	$386.00
Lodging and Subsistence	Per Crewman-Day	$166.00
Double Ring Infiltrometer	Per Test	$682.00
Materials	Per Job	At Cost + 15%

These prices are in effect for work completed through December 31, 2023. This fee schedule will be superseded by the 2024 fee schedule for work performed after December 31, 2023

ARDAMAN ASSOCIATES, INC.
2023 FEE SCHEDULE
ENGINEERING AND TESTING SERVICES

GENERAL FIELD EQUIPMENT		
Data Logger	Per Day	$483.00
Organic Vapor Analyzer (MiniRAE 2000)	Per Day	$141.00
Photo Ionization Detector (Photovac Tip)	Per Day	$210.00
Methane Detector	Per Day	$168.00
Explosimeter	Per Day	$106.00
Generator	Per Day	$173.00
Steam Cleaner	Per Day	$173.00
Surveying Equipment (Water Table Elevations)	Per Day	$89.00
Centrifugal Development Pump	Per Day	$78.00
Submersible Development Pump	Per Day	$193.00
Peristaltic Purging Pump	Per Day	$78.00
Magnetometer	Per Day	$78.00
Sensitivity Test Equipment	Per Day	$78.00
Product/Water Interface Probe	Per Day	$103.00
pH/Conductivity Meter	Per Day	$44.00
Turbidity Meter	Per Day	$89.00
Dissolved Oxygen Meter	Per Day	$143.00
Water Level Indicator	Per Day	$34.00
Bailer Usage (Stainless Steel or Teflon- Per Each)	Per Day	$36.00
Concrete Saw	Per Day	$170.00
Vibration Monitor	Per Day	$336.00
EXPENDABLE SUPPLIES		
High Capacity (1 or 0.45 micron) Filter	Each	$37.00
Disposable Teflon Bailer	Each	$34.00
Disposable Polyethylene Bailer	Each	$28.00
Disposable Free Product Bailer	Each	$36.00
Isopropyl Alcohol (decontamination)	Per Gallon	$29.00
Deionized Water (decontamination)	Per Five Gallons	$25.00
16 oz. Soil Jars (soil headspace analysis)	Per Box of 12	$26.00
Tygon Tubing	Per Foot	$4.30
Polyethylene Tubing	Per Foot	$1.10
55-gallon Drum	Each	$121.00
GEOPHYSICAL EQUIPMENT		
Geonics EM 34-3	Per Day	$360.00
AGI Sting R1-IP	Per Day	$336.00

SPECIAL DRILLING/SOUNDING

Prices for special drilling (barge drilling; air boat sampling; amphibious drilling; NQ wire line coring; large diameter borings; drilling in corrosive, contaminated or hazardous materials; drilling at great depths; installing large diameter temporary casing; etc.), field vane testing, and other specialized sampling or field tests will be determined per project. Work performed over water will be at 1.5 times the above unit prices.

INSTRUMENTATION

Prices for installation of monitor wells, inclinometers and settlement devices and prices for performing field permeability and packer tests will be determined per project.

OTHER RELATED DRILLING CHARGES

Support Water Truck	Per Day	$218.00
Drumming Contaminated Soil/Drilling Fluids		
In 55 gallon drums (Disposal not included)	Per Drum	$177.00
Drum Disposal	Per Drum	Varies
Visqueen (100 feet by 20 feet)	Per Roll	$117.00

MONITORING WELL INSTALLATION

Temporary 2-inch PVC Wellpoint (Piezometer)	Per Foot	$32.00
2-inch PVC	Per Foot	$47.00
4-inch PVC	Per Foot	$61.00

NOTE: Double cased deep monitoring well (above cost x 2)

VAULT/PAD INSTALLATION - MONITORING WELLS

Well Size	Vault Size	
2"	8" circular w/pad	$386.00
4"	12" circular w/pad	$507.00
2" or 4"	above ground riser w/pad	$386.00

RECOVERY WELL INSTALLATION

4-inch PVC	Per Foot	$125.00
6-inch PVC	Per Foot	$159.00
8-inch PVC	Per Foot	$226.00

VAULT/PAD INSTALLATION - RECOVERY WELLS

Well Size	Vault Size	
4"	24" square w/pad	$896.00
6"	24" square w/pad	$1,025.00
8"	36" square w/pad	$1,356.00

DIRECT PUSH GROUNDWATER SAMPLING

Direct Push Sampler (minimum 1 day)	Per Hour	$435.00

FIELD TESTING SERVICES

Slug Injection/Withdrawal Permeability Test	Each	$448.00
Double Ring Infiltrometer Test (ASTM D-3385-75)	Each	$684.00

SPECIAL DRILLING/SOUNDING

diameter borings; drilling in corrosive, contaminated or hazardous materials; drilling at great depths; installing large diameter temporary casing; etc.), field vane testing, and other specialized sampling or field tests will be determined per project.

INSTRUMENTATION

Prices for installation of monitor wells, inclinometers and settlement devices and prices for performing field permeability and packer tests will be determined per project.

ARDAMAN ASSOCIATES, INC.
2023 FEE SCHEDULE
ENGINEERING AND TESTING SERVICES

CLASSIFICATION TESTS		
Moisture Content (ASTM D-2216)	Each	$25.00
Organic Content		
· Loss on Ignition (ASTM D-2974)	Each	$46.00
· Wet Combustion (AASHTO T-194)	Each	$135.00
Unit Weight/Classification (Undisturbed Sample)	Each	$74.00
Grain Size Distribution		
· Sieve Analysis (ASTM D-421, D-422)	Each	$65.00
· Percent Fines (ASTM D-1140)	Each	$46.00
· Hydrometer Analysis (ASTM D-422)	Each	$134.00
Atterberg Limits (ASTM D-4318)		
· Plasticity Index Less than 150%	Per Set	$131.00
· Plasticity Index Greater than 150%	Add'l Per Set	$85.00
Shrinkage Limit (ASTM D-4943)	Each	$100.00
Specific Gravity (ASTM D-854)	Each	$112.00
Marsh Funnel Viscosity	Each	$35.00
Los Angeles Abrasion	Each	$437.00
Soundness - Sodium	Sieve Size *	$117.00
Soundness - Magnesium	Sieve Size *	$117.00
(*plus material supply charges)		
COMPACTION TESTS		
Standard (ASTM D-698) or Modified Proctor (ASTM D-1557)	Per Test	$117.00
Maximum-Minimum Density (ASTM D-4253, D-4254)	Per Set	$134.00
Limerock Bearing Ratio	Per Test	$397.00
CONSOLIDATION TESTS		
Incremental Consolidation Test (ASTM D-2435)		
· Up to Ten Load-Unload Increments	Per Test	$694.00
· More than Ten Load-Unload Increments	Per Add'l Increment	$60.00
Constant Rate of Strain Consolidation Test (ASTM D-4186)	Each	$761.00
PERMEABILITY TESTS		
Permeability Test on Sand	Each	$181.00
Permeability Test on Fine Grained Soil		
· k >10-8cm/sec	Each	$347.00
· k <10-8cm/sec	Each	$509.00
Permeation with Fluids Other Than Water	Add'l Per Test	$218.00
STRENGTH TESTS		
Strength Index Tests (Torvane, Penetrometer, etc.)	Each	$10.70
Vane Shear Test	Each	$30.00
Unconfined Compression Test (ASTM D-2166)		
· Strength Only	Each	$64.00
· With Stress-Strain Curve	Each	$121.00
Triaxial Tests:		
· Unconsolidated-Undrained (ASTM D-2850)	Each	$276.00
· Unconsolidated-Undrained (with pore pressure response)	Each	$632.00
· Consolidated-Undrained (with pore pressure measurement)	Each	$632.00
· Consolidated-Drained on Sands	Each	$508.00
· Consolidated-Drained on Fine Grained Soils	Each	$658.00
· Use of Fluids Other Than Water	Add'l Per Test	$218.00
Direct Shear Tests (Coarse Grained Soils)		
· Conventional 2.3" Box Shear	Per Normal Load	$341.00
· With Stress Reversals	Per Normal Load	$508.00
· Geosynthetics	Per Normal Load	$353.00
· Conventional 12" Box Shear	Per Normal Load	$446.00
Angle of Repose	Each	$63.00
Split Tensile for Rock Cores	Each	$170.00

SAMPLE PREPARATION AND SPECIAL TESTS

per sample. Prices for Visual Classification, for Special Sample Preparation, for Special Laboratory Tests (Slurry Consolidation, Leaching Tests, Settling Tests, etc.), and for testing contaminated soils or hazardous materials will be determined per project based upon technician man-hours and other considerations. In addition, a daily charge of $19.00 per day will be assessed for special long-term laboratory tests (i.e., slurry consolidation, leaching tests, etc.).

CHEMICAL TESTS

pH (FM5-550)	Each	$16.00
Specific Conductance (FM3-D 1125)	Each	$16.00
Fluoride	Each	$29.00
Sulfate (FM5-553)	Each	$50.00
Chloride (FM5-552)	Each	$50.00
Soil pH (FM5-550)	Each	$50.00
Soil Specific Conductance	Each	$52.00
Soil Resistivity (ASTM G-57 or FM5-551)	Each	$58.00
Carbonate Content (ASTM D 4373)	Each	$137.00
Water Corrosivity Series (FM5-550,552,553, FM3-D 1125)	Each	$125.00
Soil Corrosivity Series (FM5-550, 551, 552, 553)	Each	$210.00

GEOSYNTHETICS

Geomembrane Thickness		
· ASTM D-1593	Per Sample	$39.00
· ASTM D-751, D-5199 or D-5994	Per Sample	$22.00
Geomembrane Density (ASTM D-792)	Per Sample	$41.00
Geomembrane Tensile Strength (ASTM D-638), Machine and Transverse Direction	Per Set	$102.00
Geomembrane Tear Resistance (ASTM D-1004), Machine and Transverse Direction	Per Set	$87.00
Weld Peel and Shear (ASTM D-413, D-882)		
· 5 Peel and 5 Shear Specimens	Per Set	$59.00
· 10 Peel & 5 Shear Specimens	Per Set	$87.00
· 75.00With Load-Deformation Curve	Per Set	$98.00
Geotextile Grab Tensile Strength (ASTM D-4632)	Per Set	$98.00
Geotextile Trapezoidal Tear (ASTM D-4533)	Per Set	$120.00
Geotextile Mass/Unit Area (ASTM D-3776 or D-5261)	Per Sample	$42.00
Geotextile Thickness (ASTM D-1777 or D-5199)	Per Sample	$26.00

SAMPLE PREPARATION AND SPECIAL TESTS

Preparation of Samples for Testing (e.g., crushing for carbonate content determination, filtering of clayey soil for chemical tests) will be charged at $34.00 per sample. Prices for other tests on geomembranes and geotextiles will be determined per project based upon technician man-hours and other considerations.

CONCRETE SAMPLING AND TESTING

Cylinder samples (up to 5 cylinders per set): molding curing, and strength testing (ASTM C-31 and C-39). Include one slump (ASTM C-143) and one temperature determination. Cylinders shall be left in a place provided by the Contractor, covered with plastic caps and attempts made to provide shade thereon. If temperature of the air is critical to first 24 hours (during field curing), equipment to maintain such controls shall be provided by others.	Per Set	$119.00
Additional cylinders	Per Cylinder	$24.00
Technician time due to construction delays portal to portal on the date cylinders are made, per hour	Per Hour	$68.00
Technician time	Per Hour	$68.00
Technician time transporting cylinders from site to office if no other work is required	Per Hour	$68.00
Curing and strength testing samples delivered to our laboratory (ASTM C-39)	Per Cylinder	$28.00
Continuous monitoring of concrete placement and/or extra slump and temperature tests, technician time	Per Hour	$68.00
Slump tests (ASTM C-143)	Per Test	$33.00
Air Entrainment (ASTM C-173)	Per Test	$41.00
Unit weight	Per Test	$50.00
Marsh Funnel Viscosity	Per Test	$40.00
Mix design	Each	$960.00
Verification of mix design	Each	$479.00
Fineness modules	Each	$60.00
Plant control	Per Hour	$80.00
Concrete blocks. Strength tests (determined by gross area)	Per Block	$74.00
Concrete blocks. Absorption and strength tests (net area)	Set of 3	$232.00
Block Prism Assembly	Set of 3	$300.00
Flexural Strength Beams (up to 3 beams) $30.00 each additional beam	Set of 3	$287.00
Test beams made by others	Each	$89.00
Grout Prisms 4/set (blocks supplied by others)	Per Set	$126.00
Mortar Cubes (up to 6/set)	Per Set	$126.00

FLOOR FLATNESS

Equipment, Technician Time and Final Report	Per Trip	$994.00
Additional Technician Time	Per Hour	$81.00

SAMPLING AND TESTING OF IN-PLACE CONCRETE/SOIL CEMENT

Coring and testing of cored samples:		
Technician time (two technicians may be required)	Per Hour	$68.00
Mobilization of coring equipment		
With power supplied	Per Trip	$100.00
Without power supplied	Per Trip	$132.00
Trimming, capping and strength test (ASTM C-42)	Per Core	$32.00
Depth measurement	Per Core	$32.00
Shotcrete panels made by others (panel cores & strength tests)	Each	$74.00

Concrete Cover/Reinforcing Steel Location:		
Equipment use	Per Trip	$166.00
Technician time	Per Hour	$81.00
Swiss Hammer		
Mobilization of equipment	Per Trip	$66.00
Technician time	Per Hour	$81.00
SITE PREPARATION PROCEDURES INSPECTION, SAMPLING AND TESTING SERVICES		
Monitoring of the removal of deleterious soils or materials		
Inspection of placement and compaction of fill material.		
Penetrometer tests. Sampling of natural or fill material		
Inspection of borrow areas.		
Engineering technician	Per Hour	$68.00
Senior engineering technician	Per Hour	$81.00
Density Tests:		
In-situ density tests, nuclear or drive sleeve method		
(minimum of four per trip) (local area only)	Per Test	$35.00
In-situ density tests, sand cone test		
(minimum of three per trip) (local area only)	Per Test	$56.00
Engineering technician time	Per Test	$68.00
Sampling of natural or fill material for		
laboratory testing; Engineering technician	Per Hour	$68.00
SOIL AND ROCK LABORATORY TESTING (sampling charge not included)		
Standard (ASTM D-698 or Modified (ASTM D-1557) Proctor	Each	$114.00
Moisture content (ASTM D-2216)	Each	$25.00
Limerock Bearing Ratio	Each	$397.00
Florida Bearing Value (FBV)	Each	$91.00
Soil cement design	Each	$521.00
Soil cement field pills (3/set or technician time $48.00/hour)	Each	$122.00
California Bearing Ratio (CBR)	Each	$413.00
ASPHALT: FIELD INSPECTION, SAMPLING AND LABORATORY TESTING		
Engineering technician time for field sampling	Per Hour	$68.00
Coring:		
Mobilization of coring equipment:		
With power supplied	Per Trip	$100.00
Without power supplied	Per Trip	$132.00
Certified engineering technician to inspect		
preparation of base course/surface installation or plant control	Per Hour	$81.00
Asphalt mix design	Per Design	$1,113.00
Marshall Stability and Flow Test (Includes pill densities)	Per Test	$132.00
Extraction and gradation tests (sampled hot)	Per Test	$125.00
Extraction and gradation tests (sampled from pavement)	Per Test	$138.00
Density tests	Per Test	$34.00
Depth measurements	Per Test	$27.00
Asphalt cores (minimum of three)	Each	$59.00

ARDAMAN ASSOCIATES, INC.
2023 FEE SCHEDULE
ENGINEERING AND TESTING SERVICES

STRUCTURAL STEEL:		
Field inspection for visual examination of welds, ultrasonic testing, dye penetrant, magnetic particle, etc. by Metals technician (Equipment charge determined by project)	Per Hour	$89.00
Bolt Torque	Per Hour	$81.00
ROOFING:		
Testing of 12 x 12 inch samples (includes technician time for obtaining samples, testing and report of findings)	Per Sample	$509.00
Inspection/Observations during construction	Per Hour	$81.00
SPRAYED ON FIREPROOFING:		
Depth measurements & sampling	Per Hour	$81.00
Adhesion Testing	Per Hour	$81.00
Unit Weight (Lab)	Per Sample	$78.00

OVERTIME AND HOLIDAY

Charges will be increased 25% for work performed during weekends and official holidays

SUB-CONTRACTING SERVICES

Cost Plus 15%

ENGINEERING CONSULTATION SERVICES		
Senior Project Engineer	Per Hour	$162.00
Project Engineer	Per Hour	$144.00
Assistant Project Engineer	Per Hour	$131.00
Senior Engineering Technician	Per Hour	$81.00
Engineering Technician	Per Hour	$68.00
Technical Draftsman	Per Hour	$74.00
Technical Secretary	Per Hour	$63.00

KUGELMANN LAND SURVEYING, INC
30 N. Tropical Trail, Suite B
Merritt Island, FL 32953
PH (321) 459-0930 --FAX (321) 459-9413
klsinc@cfl.rr.com

2023 RATE SCHEDULE

DISCIPLINE	UNIT	RATE ($)
2-Man Field Crew OR SURVEYOR & GPS	HOURLY	134.00
Professional Land Surveyor (P.L.S.)	HOURLY	155.00
CAD Drafting	HOURLY	102.00
ENVIRONMENTAL		
MOB/DEMOB(PER SITE IN BREVARD COUNTY)	LUMP SUM	536.00
WELL/ SAMPLE POINT/ PIEZOMETER & MAP PREP AND/OR EXCEL FILE	EACH	45.00
STAFF GAUGE INSTALLATION	EACH	275.00
OTHER DIRECT TASKS		
BOAT & MOTOR USE	HOURLY	100.00

CONTINUING GENERAL CIVIL ENGINEERING SERVICES FOR THE CITY OF COCOA

RFQ # 23-01-COC

APPLIED ECOLOGY, INC.
Billable Rates

Position Category	Billable Rate
Senior Project Manager	$181.80
Principal Scientist	$153.83
Principal Engineer	$169.94
Principal Geologist	$147.11
Senior Scientist	$123.37
Senior Engineer	$142.75
Environmental Scientist III	$101.03
Environmental Scientist II	$79.57
Environmental Scientist I	$71.54
Staff Engineer	$115.62
Senior GIS Analyst/Programmer	$140.60
GIS Analyst	$94.17
GIS Technician	$59.33
Jr Environmental Technician	$57.67
Senior Administrative Assistant	$65.70

EXHIBIT B
RFQ Q-23-01-COC

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

COCOA
FLORIDA

Purchasing Division

65 Stone St. • Cocoa, FL 32922
Email: dkozlak@cocoafl.gov

CITY OF COCOA
AMENDMENT TO CONTINUING SERVICES AGREEMENT
1st AMENDMENT
GENERAL CIVIL ENGINEERING
CONTRACT NO. Q-23-01-COC-C1

This FIRST Amendment to the Continuing Services Agreement for General Civil Engineering is made between the City of Cocoa, a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, FL 32922 and Mead & Hunt, Inc. a foreign corporation authorized to do business in Florida ("Engineer"), whose address is 2440 Deming Way, Middleton, WI 53562-1562.

Under Section 1.1 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.

The agreement entered on March 30, 2023, is hereby amended to renew for the first of two additional one-year renewals upon the same conditions as provided herein (copy of original agreement attached) beginning on March 30, 2026, and terminating on March 29, 2027.

Under Section 14.1 Public Records

The City Clerk's email address is changed from cshealy@cocoafl.org to marsenault@cocoafl.gov

HUMAN TRAFFICKING COMPLIANCE: As a condition of this Agreement, the Contractor shall attest under penalty of perjury that the Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit as provided by the City. Pursuant to Section 787.06(13), Florida Statutes, the City is prohibited from executing, renewing, or extending a contract with an entity that uses coercion for labor or services.

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

MEAD & HUNT, INC.

By: David King
(Name) Printed

Vice President
(Title)

Signature 3/12/2026
Date

CITY OF COCOA

By: Stockton E. Whitten
(Name) Printed

City Manager
(Title)

Signature 3/17/26
Date

ATTESTED BY:

Signature/Title

CC: Monica Arsenault, City Clerk
Abigail Morgan, PW Director/City Engineer
Brian Dale, Procurement and Budget Manager

CITY COUNCIL AGENDA ITEM

Memo Date:	July 30, 2026
Agenda Date:	August 11, 2026
File ID:	2026-665
Prepared By:	Charlene Neuterman, Community Services Director
Through:	Stockton Whitten, City Manager
Requested Action:	Approve Resolution 2026-056 and BAF# 26-080-A-CD to accept additional funds in the amount of $5,037 from the State Housing Initiative Program (SHIP) for the purposes of completing the approved strategies outlined in the Local Housing Assistance Plan (LHAP).

BACKGROUND:

Each SHIP fiscal year, Florida Housing holds back $5 million for potential disaster funding under the statute. If those funds are not allocated to declared disasters, the funds are released at the end of the fiscal year based on the statutory population formula. The City of Cocoa received $5,037 in SHIP Funds to be used for projects in Cocoa. The original allocation for FY2025-2026 from SHIP was $147,115. With the additional funds, the total allocation is $152,152.

Staff requests approval of Resolution #_____ and BAF #26-080-A-CD amending the FY2026 budget in the amount of $5,037.

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

Budgeted? No
If not budgeted, is amendment / transfer attached? Yes

Source/Use of Funds

Account Number	Amount
105-0000-334-90-00	State Grants
105-3240-554-83-00	SHIP Projects

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve Resolution 2026-056 and BAF# 26-080-A-CD to accept additional funds in the amount of $5,037 from the State Housing Initiative Program (SHIP) for the purposes of completing the approved strategies outlined in the Local Housing Assistance Plan (LHAP).

City of Cocoa Budget Adjustment Form FY 2026-080-A

SELECT ADJUSTMENT TYPE: Budget Amendment

REQUESTING DEPARTMENT #: 105-3240 DATE PREPARED: 7/30/26

Revenue Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 5,037	105-0000-334-90-00		STATE GRANT / OTHER STATE GRANTS			$ 5,037	
						$ 0	
						$ 0	
						$ 0	
						$ 0	
						$ 0	
$ 5,037	TOTAL						

Expense Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 5,037	105-3240-554-83-00		SHIP / OTHER GRANTS & AIDS			$ 5,037	
						$ 0	
						$ 0	
						$ 0	
						$ 0	
						$ 0	
$ 5,037	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The City received additional funds from Florida Housing for the SHIP Program.

City Council Approval Needed? *Yes.* (●) *No.* ( ) *DATE APPROVED:* _____ *RESOLUTION #:* 2026-056

City Council approval is needed for all transfers greater than $75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

Charlene Neuterman — Digitally signed by Charlene Neuterman DN: cn=Charlene Neuterman, ou=CH Date: 2026.07.30 12:15:26 -04'00'	Zoie Badalov — Digitally signed by Zoie Badalov DN: cn=Zoie Badalov, ou=CH, email=zbadalov@cocoafl.gov Date: 2026.07.31 16:58:53 -04'00'	
Requestor's Signature	Finance Approval Signature	Finance Director's Signature
Charlene Neuterman — Digitally signed by Charlene Neuterman DN: cn=Charlene Neuterman, ou=CH Date: 2026.07.30 12:16:14 -04'00'	Christi Grant — Digitally signed by Christi Grant DN: cn=Christi Grant, ou=CH Date: 2026.08.03 14:24:43 -04'00'	
Department Director's Signature	Deputy Fin. Director's Signature	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

RESOLUTION NO. 2026-056

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2026; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2025, and ending on September 30, 2026, at a Special meeting held on September 16, 2025; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

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

SECTION 1. The 2025-2026 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 11th day of August 2026.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

Outlook

SHIP Disbursement FY 2025-2026

From Robert Dearduff <Robert.Dearduff@floridahousing.org>

Date Tue 6/23/2026 08:23

Cc mgayle@alachuacounty.us <mgayle@alachuacounty.us>; rreodica@alachuacounty.us <rreodica@alachuacounty.us>; cheryl.rewis@bakercountyfl.org <cheryl.rewis@bakercountyfl.org>; lbisch@baycountyfl.gov <lbisch@baycountyfl.gov>; tmcclurg@ci.boca-raton.fl.us <tmcclurg@ci.boca-raton.fl.us>; ramirezr@bbfl.us <ramirezr@bbfl.us>; vicki.white@bradentonfl.gov <vicki.white@bradentonfl.gov>; kelly_canady@bradfordcountyfl.gov <kelly_canady@bradfordcountyfl.gov>; linda.graham@brevardcounty.us <linda.graham@brevardcounty.us>; ljohnsonrhoden@broward.org <ljohnsonrhoden@broward.org>; hcarrasco@arpc.org <hcarrasco@arpc.org>; cranew@calhouncountyfl.gov <cranew@calhouncountyfl.gov>; ayearsle@capecoral.gov <ayearsle@capecoral.gov>; colleen.turner@charlottecountyfl.gov <colleen.turner@charlottecountyfl.gov>; michelle.alford@citruscounty.gov <michelle.alford@citruscounty.gov>; valerie.debay@citruscounty.gov <valerie.debay@citruscounty.gov>; Theresa.Sumner@claycountygov.com <Theresa.Sumner@claycountygov.com>; terry.malcolm-smith@myclearwater.com <terry.malcolm-smith@myclearwater.com>; Charlene Neuterman <cneuterman@cocoafl.gov>; Jennifer Justiniano <jjustiniano@cocoafl.gov>

1 attachment (21 KB)

2025 26 SHIP Disbursement #5 DR.xlsx;

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

All:

Each SHIP fiscal year, Florida Housing holds back $5 million for potential disaster funding under the statute. If those funds are not allocated to declared disasters, the funds are released at the end of the fiscal year based on the statutory population formula.

The attached chart details those additional payments which will be sent out on Thursday for deposit this Friday. We will update the total distribution amounts in the SHIP portal prior to any reporting needing to be completed.

As always, this email is being sent out to SHIP Primary contacts as listed in the SHIP portal system by you at the local level. We cannot add anyone to the distribution list. You can make changes to the contacts for your LG in the SHIP portal.

Robert Dearduff
Director of Special Programs

Robert.Dearduff@floridahousing.org
p. 850.488.4197
227 N. Bronough Street, Suite 5000

Tallahassee, Florida 32301
www.FloridaHousing.org



Florida has a broad and inclusive public records law. This e-mail and any responses to it should be considered a matter of public record.

Disclaimer

Florida has a broad and inclusive public records law. This e-mail and any responses to it should be considered a matter of public record.”

FLORIDA HOUSING FINANCE CORPORATION

SHIP 2025-2026, SHIP Payment #5 Unused DR Funds

TOTAL AMOUNT: $ 5,000,000

Local Government	County Share/ City Share
ALACHUA	36,095
Gainesville	37,061
BAKER	-
BAY	41,783
Panama City	10,012
BRADFORD	-
BREVARD	84,444
Cocoa	5,037
Melbourne	20,958
Palm Bay	33,450
Titusville	12,054
BROWARD	79,947
Coconut Creek	13,041
Coral Springs	30,562
Davie	24,288
Deerfield Beach	19,762
Fort Lauderdale	42,885
Hollywood	35,043
Lauderhill	16,894
Margate	13,219
Miramar	31,548
Pembroke Pines	38,628
Plantation	22,271
Pompano Beach	25,946
Sunrise	22,137
Tamarac	16,536
Weston	15,416
CALHOUN	-
CHARLOTTE	50,384
Punta Gorda	5,412
CITRUS	34,952
CLAY	48,647
COLLIER	88,389
Naples	4,408
COLUMBIA	15,340
DE SOTO	-
DIXIE	-
DUVAL	247,929
ESCAMBIA	62,118
Pensacola	12,186
FLAGLER	8,056
Palm Coast	28,413
FRANKLIN	-

Local Government	County Share/ City Share
GADSDEN	4,632
GILCHRIST	-
GLADES	-
GULF	-
HAMILTON	-
HARDEE	-
HENDRY	4,632
HERNANDO	55,461
HIGHLANDS	28,638
HILLSBOROUGH	267,433
Tampa	95,139
HOLMES	-
INDIAN RIVER	40,998
JACKSON	4,963
JEFFERSON	-
LAFAYETTE	-
LAKE	108,310
LEE	117,209
Cape Coral	51,017
Fort Myers	23,354
LEON	23,143
Tallahassee	46,798
LEVY	4,798
LIBERTY	-
MADISON	-
MANATEE	91,860
Bradenton	13,267
MARION	79,775
Ocala	15,856
MARTIN	34,787
MIAMI-DADE	252,478
Hialeah	33,570
Homestead	12,240
Miami	68,028
Miami Beach	12,119
Miami Gardens	16,805
North Miami	8,726
MONROE	18,840
NASSAU	28,138
OKALOOSA	34,387
Crestview	6,014
Fort Walton Beach	4,246
OKEECHOBEE	-

Local Government	County Share/ City Share
ORANGE	279,479
Orlando	79,610
OSCEOLA	69,255
Kissimmee	19,649
St. Cloud	15,224
PALM BEACH	253,873
Boca Raton	23,027
Boynton Beach	18,883
Delray Beach	15,588
Wellington	14,171
West Palm Beach	28,732
PASCO	150,777
PINELLAS	120,625
Clearwater	28,480
Largo	20,170
St. Petersburg	64,175
POLK	145,709
Lakeland	27,980
Winter Haven	13,093
PUTNAM	20,972
ST. JOHNS	86,785
ST. LUCIE	18,315
Fort Pierce	11,507
Port St. Lucie	57,479
SANTA ROSA	50,329
SARASOTA	93,606
Sarasota	12,885
SEMINOLE	110,156
SUMTER	41,635
SUWANNEE	4,798
TAYLOR	-
UNION	-
VOLUSIA	97,407
Daytona Beach	20,103
Deltona	23,271
WAKULLA	-
WALTON	19,340
WASHINGTON	-

CITY COUNCIL AGENDA ITEM

Memo Date:	August 3, 2026
Agenda Date:	August 11, 2026
File ID:	2026-677
Prepared By:	Mary Humbert
Through:	Stockton Whitten, City Manager
Requested Action:	Approve the cost of a one-time technology-critical infrastructure purchase with a multi-year subscription, of $207,809.85. Approve a resolution to waive competitive bidding. Approve a resolution amending the FY2026 budget, BAF #26-086-A. *******This Item is Confidential per FS 119.0725 and Not for Public Release*******

BACKGROUND:

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

Staff requests authorization to execute a purchase agreement with MOXFIVE LLC for replacement core network equipment, software subscriptions, and hardware support services. The City is acquiring network switches, transceivers, optical cabling, cloud management software, and support to replace aging municipal network infrastructure. This purchase is necessary to ensure the reliability and security of central IT communications across City facilities, as the existing core network hardware is approaching end-of-life.

Written quotes were solicited from MOXFIVE ($207,809.85), CDW-G ($258,451.64), and BlueAlly ($259,712.46). Staff recommends MOXFIVE as the most advantageous vendor because their proposal locks in a full 3-year prepaid software and maintenance term ($52,317.00) alongside discounted hardware ($155,492.85).

Because these quotes were not competitively solicited, staff is requesting a resolution to waive competitive bidding. This waiver is in the best interest of the City as it secures significant multi-year cost savings and prevents long-term support cost escalation.

A budget transfer is needed, BAF 26-086-A as detailed in the budgetary impact section.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted? No
BAF #26-086-A

Source/Use of Funds
Project number CA2602
Account Number 001-1203-516.64-15 Amount - $155,492.85
The subscription cost for 36 months is $52,317.00, $1,453.25 per month.
Account (001-1203-516.56-15)

FY26 is $1,453.25 x 2 months = $2,906.50
FY27 is $1,453.25 x 12 months = $17,439.00
FY28 is $1,453.25 x 12 months = $17,439.00
FY29 is $1,453.25 x 10 months = $14,532.50

PREVIOUS ACTION:
NA

RECOMMENDED MOTION:
Approve the cost of a one-time technology-critical infrastructure purchase with a multi-year subscription, of 207,809,85. Approve a resolution to waive competitive bidding. Approve a resolution amending the FY2026 budget, BAF #26-086-A.
*****This Item is Confidential per FS 119.0725 and Not for Public Release*****

CITY COUNCIL AGENDA ITEM

Memo Date:	August 4, 2026
Agenda Date:	August 11, 2026
File ID:	2026-681
Prepared By:	Lorne Stinnett, HR Manager
Through:	Stockton Whitten, City Manager
Requested Action:	Approve BAF#26-085-T in the amount of $24,880 to provide funding for the newly created Division Chief of Professional Standards and Training.

BACKGROUND:

Requesting council approval to fund the newly authorized administrative position titled Division Chief of Professional training and Standards. The role will fill a critical need that is necessary for the Cocoa Fire Department to continue providing necessary EMS services to the City of Cocoa. We are utilizing savings from the bay floor coating, budgeted for in the adoption of the FY26 Budget to cover the expense for this position that wasn't included in the FY26 Budget.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

Budgeted? Yes**/No**
If not budgeted, is amendment / **transfer** attached? Yes

Source/Use of Funds

Account Number	Amount
001-2201-522.64-00	($24,880)
001-2200-522.12-00	$16,154
001-2200-522.21-00	$1,237
001-2200-522.22-00	$2,149
001-2200-522.23-04	$4,034
001-2200-522.23-07	$137
001-2200-522.23-08	$23
001-2200-522.23-09	$39
001-2200-522.24-00	$651
001-2200-522.27-00	$400

PREVIOUS ACTION:

The position was approved and added to the pay plan, at the July 28, 2026 regular council meeting. Agenda 2026-633.

RECOMMENDED MOTION:

Approve BAF#26-085-T in the amount of $24,880 to provide funding for the newly created Division Chief of Professional Standards and Training.

City of Cocoa Budget Adjustment Form FY2026- 085-T

Select Adjustment Type: Budget Transfer | Requesting Department #: 2200 | Date Prepared: 8/4/26

From Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
($ 24,880)	001-2201-522.64-00	FIRE CONTROL / MACHINERY AND EQUIPMENT		($ 24,880)	CA2602
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
($ 24,880) Total					

To Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
$ 16,165	001-2200-522.12-00	FIRE CONTROL / REGULAR SALARIES & WAGES		$ 16,165	
$ 1,237	001-2200-522.21-00	FIRE CONTROL / FICA TAXES		$ 1,237	
$ 2,194	001-2200-522.22-00	FIRE CONTROL / RETIREMENT CONTRIBUTIONS		$ 2,194	
$ 4,034	001-2200-522.23-04	INSURANCES / MEDICAL		$ 4,034	
$ 137	001-2200-522.23-07	INSURANCES / DENTAL INSURANCE		$ 137	
$ 23	001-2200-522.23-08	INSURANCES / VISION INSURANCE		$ 23	
$ 39	001-2200-522.23-09	INSURANCES / LONG TERM DISABILITY		$ 39	
$ 651	001-2200-522.24-00	FIRE CONTROL / WORKER'S COMPENSATION		$ 651	
$ 400	001-2200-522.27-00	FIRE CONTROL / BENEFIT OFFSET		$ 400	
$ 24,880 Total					

Reason/Justification for Adjustment:

To provide budget to a position necessary to continue providing necessary EMS services to the City of Cocoa. Utilizing savings from the bay floor coating, budgeted for in in the adoption of the FY26 Budget.
Agenda# 2026-678

City Council Approval Needed? Yes: (●) No: ( ) **Date Approved:** **Resolution #:**

*~*City Council Approval needed for transfers greater than $75,000 or transfers between departments/funds. All CRA adjustments must go to their respective boards.*

Tracy Krutz — Digitally signed by Tracy Krutz, DN: cn=Tracy Krutz, ou=CH, Date: 2026.08.04 15:25:43 -04'00'
Requestor's Signature

Zoie Badalov — Digitally signed by Zoie Badalov, DN: cn=Zoie Badalov, ou=CH, email=zbadalov@cocoafl.gov, Date: 2026.08.04 16:02:31 -04'00'
Finance Approval Signature

Finance Director's Signature

Roderick Moore — Digitally signed by Roderick Moore, DN: cn=Roderick Moore, ou=Fire Administration, email=rmoore@cocoafl.gov, Date: 2026.08.04 15:32:53 -04'00'
Department Director's Signature

Christi Grant — Digitally signed by Christi Grant, DN: cn=Christi Grant, ou=CH, Date: 2026.08.05 14:40:15 -04'00'
Deputy Finance Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: | Entered By: | Group #:

CITY COUNCIL AGENDA ITEM

Memo Date:	August 5, 2026
Agenda Date:	August 11, 2026
File ID:	2026-684
Prepared By:	Monica Arsenault, City Clerk, Anthony Garganese, City Attorney
Through:	Stockton Whitten, City Manager
Requested Action:	Approve Resolution No. 2026-059, authorizing the City Manager, City Clerk, and Assistant City Clerk to accept service of process on behalf of the City of Cocoa.

BACKGROUND:

Florida Statutes Section 48.111 establishes the methods by which service of process may be made upon a municipal corporation. While the statute provides a hierarchy of individuals upon whom service may be effected, the City desires to designate specific administrative officials who are routinely available at City Hall during normal business hours to accept service of process on the City's behalf. Designating the City Manager, City Clerk, and Assistant City Clerk as the City's authorized recipients promotes consistency, administrative efficiency, and timely handling of legal documents. The resolution also authorizes the City Manager to designate the City Attorney to accept service of process on a case-by-case basis, when appropriate.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve Resolution No. 2026-059, authorizing the City Manager, City Clerk, and Assistant City Clerk to accept service of process on behalf of the City of Cocoa.

RESOLUTION NO. 2026-059

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AUTHORIZING THE CITY MANAGER, CITY CLERK, AND ASSISTANT CITY CLERK TO ACCEPT SERVICE OF PROCESS ON BEHALF OF THE CITY OF COCOA; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, as a Florida municipal corporation, the City of Cocoa is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes except when expressly prohibited by law; and

WHEREAS, Florida Statutes Section §48.111, provides that:

(1) Process against any municipal corporation, agency, board, or commission, department, or subdivision of the state or any county which has a governing board, council, or commission or which is a body corporate shall be served:

(a) On the registered agent; or

(b) If the municipal corporation, agency, board, or commission, department, or subdivision of the state does not have a registered agent, or if the registered agent cannot otherwise be served after one good faith attempt:

1. On the president, mayor, chair, or other head thereof; and in the absence of all persons listed in this subparagraph;

2. On the vice president, vice mayor, or vice chair, and in the absence of all persons listed in subparagraph 1. and this subparagraph;

3. On any member of the governing board, council, or commission, the manager of the governmental entity, if any, or an in-house attorney for the governmental entity, if any; and in the absence of all the persons listed in subparagraph 1., subparagraph 2., and this subparagraph;

4. On any employee of the governmental entity at the main office of the governmental entity.

; and

WHEREAS, the City of Cocoa recognizes that it is in the best interests of the City, for convenience and efficiency purposes, for a member of the City's staff who is normally present at City Hall during normal business hours to accept service of process on behalf of the City of Cocoa; and

WHEREAS, the City Manager, City Clerk, and Assistant City Clerk are generally available at City Hall during normal business hours; and

WHEREAS, the City Council therefore desires to designate the City Manager, City Clerk, and Assistant City Clerk as the only City employees authorized to accept service of process on behalf of the City of Cocoa; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this Resolution to be in the best interest of the physical health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNICL OF THE CITY OF COCOA, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are true and correct and are hereby fully incorporated herein by this reference as a part of this Resolution.

Section 2. **Authority to Accept Service of Process.** For the purposes of Section 48.111, Florida Statutes, the Mayor and City Council hereby authorize the City Manager, City Clerk, and Assistant City Clerk of the City of Cocoa to accept service of process on the City's behalf. The City Manager, City Clerk, and Assistant City Clerk shall be the only employees of the City of Cocoa authorized to accept such service of process on behalf of the City. Additionally, the City Manager may authorize the City Attorney to accept such service of process on behalf of the City on a case-by-case basis.

Section 3. **Repeal of Prior Inconsistent Resolutions.** All prior inconsistent resolutions adopted by the City Council are hereby repealed.

Section 4. **Severability.** If any section, subsection, sentence, clause, phrase, word, or provision of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution.

Section 5. **Effective Date.** This Resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

RESOLVED by the City Council of the City of Cocoa in a regular meeting assembled on the 11 day of August, 2026.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Monica Arsenault, City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date:	July 1, 2026
Agenda Date:	August 11, 2026
File ID:	2026-548
Prepared By:	Jessica Dovale
Through:	Rebecca Bowman, Finance Director
Requested Action:	Pursuant to Resolution No. 2021-016 establishing water, sewer, and reclaimed water charges and usage rates, accept Stantec's FY 2026 Utility Rate Study, validating the implementation of an automatic four percent (4%) increase of the water, fire lines, hydrant, wastewater, and reclaimed water fixed monthly charges and usage rates effective October 1, 2027, with future increases to Utility Handbook Schedule A: Utility Rates, Fees, & Charges; and approve the update of the Utility Handbook Policies (1000.11) effective October 1, 2026.

BACKGROUND:

A comprehensive rate study for FY2026 has been prepared by Stantec and is presented to City Council for review. The rate study recommends the annual implementation of a zero percent (0%) for FY 2027 and an automatic annual four percent (4%) increase to the water, fire lines, hydrant, wastewater and reclaimed water fixed monthly charges and usage rates for FY2028 through FY2031. The automatic annual increase is subject to an annual review and validation by City Council prior to the rate increase being implemented per Resolution No. 2026-xx.

On July 7,2026, at the FY 2027 Budget Priority Workshop, Council validated a 0% increase for FY2027 and the automatic annual 4% rate increase for FY2028 through FY2031 to the water, fire lines, hydrant, wastewater and reclaimed water fixed monthly charges and usage rates.

The annual rate increase is intended to fund the capital improvements necessary to repair and maintain the aging utilities infrastructure, as analyzed by the City's utility engineering consultant, Jacobs, and the City's rate consultant, Stantec. Utility capital improvement projects are large, long-term projects that require dedicated funding sources for debt service for a definite period of time.

The proposed FY2028, FY2029, FY2030, and FY2031 rates will be evaluated and brought back to City Council for review/validation during the annual budget process.

Utility Handbook Policy Changes to be effective October 1, 2026

* add language to allow temporary meters to be in use for 180 days unless an extension is requested and approved.

* Add language regarding plugging a meter and the associated fee of $35 on any meter where service is disconnected to protect its water asset from unauthorized use or continued excessive water loss such as tampering.

* Allow for delinquent balances on private fire protection system accounts to be transferred to the account holder's water account for payment.

* Allow for eligible high consumption water and sewer credits on metered accounts when the customer can demonstrate the water was used for fire suppression and did not go into the sewer system.

*Allow for the City to recover court costs, and where permitted by law, reasonable attorney's fees incurred in any dispute that results in legal action.

* all other changes are administrative language updates to existing policies.

PRIORITY AREA CONNECTION:

Organizational Effectiveness
Investment in Public Infrastructure

BUDGETARY IMPACT:

FY2027: no change
FY2028 through FY20231: estimated budget revenues will be identified for water sales, sewer sales, reclaim sales, and hydrant fees during the budget process.

PREVIOUS ACTION:

FY2011
On September 14, 2010, City Council approved Resolution No. 2010-123 to increase water, wastewater, reclaimed water and water impact fees annually by a five percent (5%) increase effective October 1 of each year beginning in October 2010, subject to annual review by the City Council before the rate increase is implemented.

FY2012
On June 6, 2011, City Council approved Resolution No. 2011-051, to include fire lines and hydrants (fire protection services) fees as part of the list of charges set forth in

Section 5 of Resolution No. 2010-123, thus also increasing fire lines and hydrants fees annually by a five percent (5%) increase effective October 1 of each year beginning in October 2011.

On August 23, 2011, City Council approved Resolution No. 2011-084 suspending the annual 5% rate adjustment and approved an alternate rate increase for FY2012 only of 5.5% for potable water, 1% increase for waste water, 5% for hydrants and fire lines, and reclaimed water would not increase.

FY2013 & FY2014
Pursuant to the terms of Resolution No. 2011-084, the annual 5% rate increase originally adopted by Resolution No. 2010-123 was implemented for FY 2013 and FY 2014 following the review and validation by City Council each year.

FY2015
The FY2014 rate study prepared by Burton & Associates denoted that with the rate of execution of capital projects, the City could postpone the annual rate increase for one year resulting in no rate increase for FY2015.

FY2016
On September 8, 2015, the City Council approved Resolution No. 2015-061 to increase water, fire lines, hydrant, wastewater, reclaimed water fees annually by a three percent (3%) increase, repealing all prior inconsistent resolutions and as denoted in the FY2015 rate study by Burton & Associates, effective October 1 of each year beginning in October 2015, subject to annual review by the City Council before the rate increase is implemented.

FY2017
On August 23, 2016, the City Council approved Resolution No. 2016-087 to increase water, fire lines, hydrant, wastewater, reclaimed water fees annually by a five percent (5%) increase, repealing all prior inconsistent resolutions and as denoted in the FY2016 rate study by Burton & Associates, effective October 1 of each year beginning in October 2016, subject to annual review by the City Council before the rate increase is implemented.

FY2018
On August 22, 2017, the City Council approved Resolution No. 2017-73 to increase water, fire lines, hydrant, wastewater, reclaimed water fees annually by a four percent (4%) increase, temporarily suspending the automatic five percent (5%) annual rate increase to City utility charges and usage rates approved in FY2017 in Resolution No. 2016-87.

FY2019
On July 24, 2018, the City Council validated the implementation of the automatic 5% increase water, fire lines, hydrant, wastewater, and reclaimed water fees.

FY2020
On August 14, 2019, the City Council validated the implementation of the automatic 5% increase water, fire lines, hydrant, wastewater, and reclaimed water fees.

FY2021
On September 9, 2020, the City Council approved Resolution No. 2020-205 temporarily suspending the automatic five percent (5%) annual rate increase to City utility charges and usage rates approved in FY2017 in Resolution No. 2016-87.

FY2022
On March 9, 2021, the City Council approved Resolution No. 2021-016 to increase water, fire lines, hydrant, wastewater, reclaimed water fees annually by a four percent (4%) increase, repealing all prior inconsistent resolutions and as denoted in the FY2021 rate study by Stantec, effective October 1 of each year beginning in October 2021 through October 2025, subject to annual review by the City Council before the rate increase is implemented.

FY2023 through FY2026
During the annual Fiscal Year Budget Workshop, the City Council validated the implementation of the automatic 4% increase water, fire lines, hydrant, wastewater, and reclaimed water fees.

RECOMMENDED MOTION:
Pursuant to Resolution No. 2021-016 establishing water, sewer, and reclaimed water charges and usage rates, accept Stantec's FY 2026 Utility Rate Study, validating the implementation of an automatic four percent (4%) increase of the water, fire lines, hydrant, wastewater, and reclaimed water fixed monthly charges and usage rates effective October 1, 2027, with future increases to Utility Handbook Schedule A: Utility Rates, Fees, & Charges; and approve the update of the Utility Handbook Policies (1000.11) effective October 1, 2026.

RESOLUTION NO. 2026-060

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, REVISING THE CITY OF COCOA UTILITY HANDBOOK AND THE SCHEDULES ESTABLISHING WATER, SEWER AND RECLAIMED WATER CHARGES AND USAGE RATES; PROVIDING FOR ANNUAL INCREASES ON OCTOBER 1ST OF RATES AND CHARGES SET FORTH ON SCHEDULE A RELATED TO WATER, SEWER, RECLAIMED AND PUBLIC FIRE HYDRANTS AND PRIVATE FIRE MAINS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Chapter 22 of the City Code provides that the City Council, by resolution, shall establish or amend from time to time the fees and charges for water, sewer and reclaimed utility services and said rates and charges are incorporated into the Utilities Handbook as an appendix pursuant to Section 22-51(c) of the City Code; and

WHEREAS, after careful consideration and deliberation, and consideration of the comprehensive rate study and sufficiency analysis prepared and presented as a Final Report by Stantec, dated_____, 2026, the City Council deems it is in the best interests of the public health, safety and welfare of its citizens and other users of the City's utility system to revise the rates and charges for water, sewer and reclaimed, public fire hydrants and private fire mains as set forth herein, which are hereby found to be just and equitable; and

WHEREAS, the City Council deems it is the best interest of the public health, safety and welfare and betterment of the City's water, sewer and reclaimed facilities to adopt the rate and charges stated herein and revise the Utility Handbook; and

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

SECTION 1. Adoption of New Schedule of Rates and Charges; Amendment to the Utility Handbook; Ratification of Prior Rates and Charges.

(a) The City of Cocoa Utilities Handbook, and the water, sewer and reclaimed rates and charges set forth in Schedule A- Utility Rates, Fees, & Charges, and Schedule B - Miscellaneous Rates, Fees & Charges, which is attached hereto and fully incorporated herein by this reference, is hereby adopted.

(b) All prior utility rate charges for water, sewer, reclaimed water, and fire lines and hydrants previously imposed by the City Council and charged to utility customers are hereby found to have been just and equitable and are hereby ratified by the City Council as lawfully imposed charges of the City.

SECTION 2. Publication of Clean Copy of Utility Handbook. The Utility Department is hereby instructed to publish a clean copy of the Utilities Handbook adopted under Section 1 of this Resolution.

SECTION 3. Repeal of Prior Inconsistent Resolutions. All prior resolutions or parts

thereof in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 4. Severability. Should any section or provision of this Resolution, or any part thereof, or any rate or charge adopted by this Resolution, be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Resolution which was not declared invalid.

SECTION 5. Annual Rate Adjustment - Schedule A. The water, sewer, reclaimed and fire lines and hydrant charges set forth in Schedule A, and adopted in Section 1 of this Resolution, shall be automatically adjusted annually by a four (4) percent increase to said charges. The annual adjustment shall be effective on October 1 of each year beginning with the first adjustment on October 1, 2027, and ending with the last adjustment on October 1, 2030. Notwithstanding, the annual adjustment permitted under this Section 5 shall be subject to suspension or reduction by the City Council on an annual basis prior to the effective date of the automatic annual adjustment. Any suspension or reduction shall be based on the City Council's periodic evaluation of the financial management plan of the City's Utility System, particularly the updated revenue and expenses, as well as changes in economic conditions, water consumption, regulatory requirements and other factors.

SECTION 6. Effective Date. This Resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 11th day of August, 2026.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Monica Arsenault, City Clerk

Utilities Handbook

Adopted by the City of Cocoa Council
Updated as of August 11, 2026
Policy #1000 Rev. 11

City of Cocoa
65 Stone St.
Cocoa, FL 32922
Phone 321-433-8400 | Fax 321-433-8408
customerservice@cocoafl.gov

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Introduction

The policies and procedures contained in this document are intended to define the relationship between the account holder of utility services including water (potable and reclaimed), wastewater, and solid waste collection and the City of Cocoa. These policies are, by notification of and availability to all customers, made part of the contract for service entered into by the account holder. By contracting for service, the account holder acknowledges the applicability of these policies and procedures listed in this document as well as those either expressly written or not written in the City of Cocoa Utilities Handbook and the City of Cocoa Utilities Technical Provisions and Standard Details and agrees to abide by them.

The policies and procedures included in this handbook were adopted by the Cocoa City Council at their regular meeting held on August 14, 2019. They were revised and adopted again by the Cocoa City Council on the following dates:

Revision 2: August 26, 2019

Revision 3: March 9, 2021

Revision 4: September 14, 2021

Revision 5: December 14, 2021

Revision 6: July 26, 2022

Revision 7: October 2, 2023 | Administrative Changes Only

Revision 8: August 13, 2024

Revision 9: February 21, 2025 | Administrative Changes Only

Revision 10: October 1, 2025 | Administrative Changes Only

Revision 11: August 11, 2026

Section 1 – City of Cocoa Municipal Utilities

A. Establishment

The City of Cocoa (City) owns and operates water and wastewater utilities in accordance with applicable State and Federal regulatory requirements and under permits issued by the State of Florida. These policies, as amended periodically, are adopted by the Cocoa City Council to govern the relationship between the City and its utility customers. Operational authority of the Utilities Department (Department) rests with the City Manager while the City Council retains governing authority of the utilities. The terms Department and City may be used interchangeably in this document.

B. Authority

The enactment of standard utility policies requires the approval of the City Council. As fee schedules, rates and other specific policies are updated, it will be the responsibility of the City Manager or their designees to ensure this policy and procedures manual is revised in accordance with City Council action. The City Manager is authorized as the hearing or grievance officer for customers.

Prior to an item appearing before the City Council, all grievances should be heard by and submitted through the appeal process to the Deputy Finance Director/Finance Director and/or Utilities Director for review and recommendation to the City Manager for possible resolution and final authority.

C. Office and Service Hours

City Hall is located at 65 Stone St. and service hours are posted on the City website. Service work for unusual conditions may be arranged at other times upon customer request, depending on availability, and may require an additional fee.

A 24-hour payment kiosk and drop box are available for customer's convenience on the south side of City Hall. Payments placed in the drop box after 7:30 a.m. are posted the next business day.

Emergency restoration work is performed 24 hours a day, seven days a week. Customer may call the City at 321-433-8400 for emergency service. Reconnection due to disconnection of service for non-payment is not considered an emergency. Dispatch for reconnection of services that were disconnected due to non-payment, or similar instances, will result in additional fees being assessed to the account holder.

D. Scope & Intent

The intent of these policies is to provide the customer, and the employees of the City a helpful guide which uniform procedures for providing utility service. This policy is not meant to be all–inclusive but offers direction and guidance. The City desires to treat its citizens and rate payers in a fair and nondiscriminatory manner, while recognizing that each customer has distinct needs and requirements.

These policies and procedures have been established as guidelines for the day-to-day operations of the City of Cocoa Public Utilities. These are intended to be used and referred to by the City Council and any employees or agents of the City for determining actions and procedures to be followed with respect to city utilities.

These policies and procedures may be periodically revised through recommendation by the City Manager and with approval of the City Council. City of Cocoa utility services are regulated by the City of Cocoa Code of Ordinances, general utility law, and Florida State Statutes. Policies adopted and amended by the City Council are available on file with the City Clerk.

Employees of the City have been empowered and trained to use these policies to deliver high quality service to customers. Employees are expected to deal with each situation with empathy and understanding, listening carefully to the needs and requirements of individual customers. Ultimately, the City Manager is the final authority on these policies. However, every customer has the right to appeal any decision before the City Council. See section *Customer Rights* for details.

These policies are not meant as a substitute for personal initiative on the part of the employees but are meant to serve as a guide for reasonable response to customer needs while meeting the requirements of good business practices on the part of the City.

E. Application of Policies

These policies apply to every customer and/or applicant for utility service and may be revised, amended, supplemented, or otherwise changed periodically by action of the City Council.

F. Customer Request for Policies

Customers may obtain a full copy of the City of Cocoa Utility Service Policies and Procedures Handbook from City Hall, City Clerk's Office, in accordance with public records dissemination Florida Statute Chapter 119, or on the City's website. Customers may also request a verbal explanation of policies and are encouraged to seek answers to any questions by contacting City Hall, Utility Customer Service.

G. Utility Bill Messages and Inserts

Utility bill messages and inserts shall be reserved for utility rate or water quality related information. On occasion the City Manager or his/her designee may approve unrelated messages or inserts on a case by case basis. Messages will be scheduled in order of priority and request. Any water or sewer utility increase of rates, charges, or fees shall provide notice of the proposed increase to each customer of the utility through the utility billing process, per Florida Statute Chapter 180.136.

Section 2 – Extension of Utility Systems

A. Utility Service

Requirements - A customer desiring service that requires a main extension shall follow the Utility Extension Procedure contained in this Article. A property within the Cocoa Utility Service Area desiring service must front the public Right of Way (ROW) where the utility main is located or have an ingress/egress easement connecting it to the public ROW that allows utilities to be eligible to connect. The point of connection to the Cocoa maintained utility infrastructure (i.e. meter and/or backflow preventor or sewer cleanout)~~water meter~~ must be located~~set~~ in the public ROW a~~long~~ the frontage of the property being served or the frontage of the ingress/egress easement. This ~~includes~~ requirement applies to all lots within the Utility Service Area~~flag lots and ingress/egress easements that allow for utilities~~.

Existence of a private utility easement across adjacent properties does not eliminate the requirement for a utility ~~water~~ main extension across the frontage of the property.

~~The water~~A water or reclaim meter must remain with the property for which it is originally set. It must not be relocated or transferred to another property.

Utility main extensions must be completed in accordance with the Utility Extension Policy and accepted by the Utilities Department and cleared by the Florida Department of Environmental Protection (FDEP) prior to furnishing utility service.

Water and Reclaimed water main extensions may be required to eliminate service line crossings at major roads or to eliminate services connected to transmission mains. Water mains and reclaimed water mains must extend across the entire frontage of all properties to be serviced and across all vehicle entrance ways of new subdivisions. Off-site interconnections or tie-ins may be required, as deemed necessary by the Engineering Division, to ensure system integrity, fire protection, and eliminate dead-end systems and are the sole expense of the requesting party.

Sewer mains must be extended, at the greatest depth possible, up to the nearest lot line or across all entrance drives or streets. In areas where no gravity sewer exists, the customer may be required to install a sewage pump station that meets the City's specifications and FDEP regulations. Construction costs due to pumping capacity and manhole/wet well depths greater than customer requirements may be offset by the City. Location, depth, and capacity of the pump station must be approved by the Utilities Department. If a pump station is to be publicly owned, the pump station sites are to be deeded to the City and shall be a minimum of 50 feet by 50 feet in size unless otherwise approved by the Engineering Division. Privately operated sewage pump stations may be permitted if operation and maintenance will be provided by the property owner or an HOA. Determination of whether a pump station will be private or public will be made by the City of Cocoa Utilities Department.

Costs - Main extensions are at the expense of those desiring service. The customer shall engage private engineering and construction contractor services at his/her own expense. All plans and specifications are subject to the City's approval. The City reserves the right to over-size or to require minimum sizes for any main extension or utility installation.

Policy Exceptions - Special cases that do not conform to normal conditions to which these policies apply may be appealed to the City Manager. The City Manager, or a designee, may grant exceptions to the policies to provide relief in cases where extenuating circumstances justify such action. Exceptions are granted only on a case-by-case basis and are not to be considered a change of policy or as setting a precedent.

Conformance with Technical Provisions - All utility system installations and extensions must be constructed in conformance with the latest revision of the *Technical Provisions* and Standard Detail Drawings in effect at the time plans were approved by the City. If over six months has elapsed since the plans were approved by the City, all installations must conform to the revision of the *Technical Provisions* and Standard Detail Drawings in effect as of the date of the pre-construction conference. The materials and installation as described in the *Technical Provisions* and Standard Detail Drawings take precedence over the engineer's plans unless the specific exception is approved in writing by the Engineering Division. The *Technical Provisions*, Standard Detail Drawings, and a schedule of rates, fees, and charges are available on the City website

The constructed facilities are subject to inspections by City representatives for compliance with the City's *Technical Provisions*, Standard Detail Drawings, plans, and specifications. Ample notice and opportunity for inspection of new facilities, pipe, fittings, connections, and thrust blocks must be provided by the contractor. All required testing must be performed by the contractor in the presence of a City representative.

B. Utility Extension Policy & Procedure

Utility Extension Policy - The City will accept for operation and maintenance utility extensions constructed for the purpose of providing service to areas within the franchise boundaries of the City's utilities systems. Utility extensions include water distribution systems, fire lines, wastewater collection systems, and reclaimed water distribution systems located within public right of way (ROW) or as approved by the City within private ROW or easements. The City ~~is not obligated to~~will not accept any extension or render service until the requirements contained in this section have been met.

The City does not allow City owned and maintained utilities to be installed on private commercial properties with the exception of water meters, fire line detector check valves, and sewer force main check valves. The City does not allow City owned and maintained utilities to be installed on private residential properties to include private easements.

Due to the technical nature of utility extensions, the City requires the use of a Professional Engineer (the Engineer of Record) as the point of contact during the plan review process and through the permitting and construction completion. All correspondence and communication will be between the City staff and that designee. The designee shall submit a valid email address for the correspondence to be sent. All other parties shall communicate through that designee for correspondence related to the project.

A Utility contractor is required for all main extensions and the main extension up to the point of service for the fire line system. A fire line contractor is required for the installation from the point of service for the fire line system and the Double Check Detector Assembly (DCDA).

Utility Extension Procedure - Prior to any utility extension in the City's service area, the City must review the plans and calculations. A Plan Review Charge will be collected in accordance with the Schedule of Rates, Fees, and Charges (Schedules A & B) before the review of the plan submittal. A check made payable to the City of Cocoa must be submitted with the plans for review.

The Engineer of Record is responsible for preparation of the technical plan drawings and calculations for water, sewer or reclaimed water extensions,

Initial Submittal - The City will perform a preliminary review of the initial submittal~~plans~~. The initial submittal shall include ~~Send~~ one set of plans and one set of calculations that have been prepared, signed, and sealed by an Engineer registered in accordance with Florida Statutes to the Engineering Division. The scaled drawings/set ~~must include~~for the proposed water and or wastewater and or reclaimed ~~plans showing~~infrastructure must include the location of the Right-of-Way (ROW), any utility easements, any public or private roads, sidewalks, ~~and~~ curbing, utility mains, drainage infrastructure, distance off proposed or existing pavement, size and type of mains, size and type of services, meter, backflow preventers, fire hydrant with hydrant tees, gate valve locations, restrained pipe lengths, proposed length of pipe, locations of other utilities; manholes, laterals, slope of gravity mains, and any other required information deemed necessary by the City. Also required with the submittal are the~~,~~ water and sewer calculations, fire flow calculations, per the Florida Fire Prevention Code, and the Hydraulic Analysis Report~~,~~. The submittal shall meet the requirements of this Section as well as the City of Cocoa Technical Provisions~~;~~ and Standard Detail Drawings.

The City will email a letter to the engineer of record requesting revisions to the submittal, if necessary, or advising that the plans are acceptable and instructing the engineer of record to submit the (revised) plans for final review.

All submittal packages shall include a transmittal letter that summarizes all items included in the submittal. If required documents and payment are not submitted as a complete package, it will not be accepted. ~~or, may be returned to its originator.~~

Final Submittal – Send two sets of scaled drawings/plans plus the number of sets needed by the applicant and two sets of calculations and the FDEP permit applications that have been prepared, signed (all with original signature), and sealed by an Engineer registered in accordance with Florida Statutes to the Engineering Division. The final submittal shall be physical drawings and calculations and not digital.

~~If the work will occur within public ROW, t~~The applicant is responsible to acquire a ROW permit from the appropriate jurisdiction for any work occurring within public ROW. If the ~~mains will be installed~~work will occur within Florida Department of Transportation (FDOT) right-of-way, ~~a FDOT~~an FDOT permit application must ~~also~~ be submitted through the FDOT online permitting portal.

The City will review the final set of plans and calculations and, once acceptable, the Engineering Division will approve the~~m plans~~. The final set of plans and calculations and the permit applications will be sent to the Utilities Director or their designee for approval. Upon approval staff will advise the Engineer of Record to pick up the approved documents~~plans~~. The approval is valid for one year. Plans and calculations need to be submitted for review to include a new plan review fee if construction does not commence within one year from the date of approval on the plans.

Project Phasing - All plans submitted to the Engineering Division will require a phasing plan that specifically identifies the number of phases, infrastructure contained in the phase (such as hydrants) and the number of homes or units, clubhouse, and the number and size of meters in each phase. A Requirement Letter will be created identifying the costs to the Developer/Customer for each phase and the letter is required to be submitted along with a Request for Service application and the appropriate payment amount to the Customer Service Division for payment. The Developer/Customer will~~can~~ use the Requirement Letter to only pay for the phase that needs to be developed. If an approved plan's phasing changes, then the Developer/Customer will be required to resubmit plans for review and re-approval with the updated phasing and a new requirement letter will be issued. ~~The Developer/Customer can use the Requirement Letter to only pay for the phase that needs to be developed. The Requirement Letter is valid for 45 calendar days. After 45 days, a new Requirement Letter will be required. If required documents and payment are not submitted as a complete package, it will not be accepted or, may be returned to its originator.~~

FDEP Permit – FDEP requires that the City's Technical Provisions and Standard Detail Drawings are included with ~~the plans~~their permit application. The Engineer of Record will ~~be required to~~ determine if an FDEP permit is required for the project and provide proof of determination to the Utilities Department. The Engineer of Record is~~and is~~ responsible for ~~submitting the approved set of plans and permit application to FDEP~~acquiring and closing out any required FDEP permits.

FDOT Permit - FDOT requires a permit for work within FDOT right-of-way. The permit application is prepared by the E~~e~~ngineer of R~~r~~ecord through the FDOT online permit portal~~.~~.

Requirement Letter – The City will send a requirement letter to the Engineer of Record once the final plans and calculations are approved and the City has received the FDEP permit or written confirmation that an FDEP permit is not required. The requirement letter outlines all the items necessary for acceptance of the utility extension and lists the fees and charges due including but not limited to impact fees, meter charges, and backflow prevention assembly charges for each phase (if applicable). The Requirement Letter is valid for 45 calendar days. After 45 days, a new Requirement Letter will be required.

Payment of Charges – Prior to the preconstruction meeting for the new utility system, payment of the following charges is required: Jumper Meter Installation Charge, and the Fire Hydrant Maintenance Fee. All other fees are due before meter(s) installation.

Connection Charges must be paid with the meter installation charge.

All fees from the Requirement Letter including ~~T~~the Meter Installation and Connection Charges must be paid ~~to receive~~ before ***Utility System Acceptance*** from ~~by~~ the Utilities Department. ~~The~~ The meter will not be installed and/or fire line activated until ***Utility System Acceptance*** by the Utilities Department has occurred. The customer should allow two weeks after the utility system is accepted for meter installation.

Preconstruction Meeting – A preconstruction meeting is required prior to ~~installation~~ the start of~~of a utility extension~~ construction of the work on the approved plans for the project. The utility contractor and ~~his/her~~their field Superintendent are~~is~~ required to attend this meeting and provide proof of registration as a State-certified underground utility contractor. The utility contractor is responsible for arranging the meeting time with the Inspector assigned to the project. It is recommended that the Engineer of Record and the project owner attend this meeting.

The preconstruction meeting will cover the schedule for payment of fees and charges, materials and installation, the contractor's installation schedule, inspection, testing, and all the requirements to achieve acceptance of the new utility systems.

Material Inspection – An inspection of all material is required before it is installed. The utility contractor is responsible for scheduling this inspection with an Engineering Inspector.

Wet Taps – All wet taps will be performed by a private tapping contractor that must be on the City's list of approved tapping contractors.

Open Ditch Inspection – After the utility extension has been installed, an open ditch inspection is required prior to backfilling the trench. The utility contractor is responsible for scheduling this inspection with an Engineering Inspector. The Inspector will check pipe installation and conformance with plans and specifications.

Pressure Test and Chlorination – After the utility extension has been installed and backfilled, all mains shall be swabbed. Foam swabs shall be flushed through the new mains. The swabbing shall be done by the contractor under the direct supervision of the Engineering Inspector. After swabbing, a pressure test is required. The water system is tested at 150 psi for two hours to test for leakage and structural soundness. The first hour is to be witnessed by the utility contractor; the last hour is to be witnessed by the City's Engineering Inspector and the utility contractor. The utility contractor is responsible for scheduling this test with an Engineering Inspector.

After the pressure test is successfully completed, the water line and appurtenances must be chlorinated. Disinfection will conform to the applicable provisions of American Water Works Association Specification C-651. The chlorine solution must remain in the pipe for at least 24 hours before flushing. No flushing is allowed between bacteriological sampling. All Chlorinated water is required to be de-chlorinated prior to discharge.

Disinfection and Bacteriological Testing – Disinfection and bacteriological testing will be performed in accordance with Section 2.8 of the City of Cocoa Technical Provisions and Standard Details. Bacteriological Testing will be performed by a private laboratory approved by the City.

FDEP Clearance – Clearance from FDEP is required before the temporary jumper can be removed. The engineer of record shall submit to the City a completed FDEP form "Certification of Construction Completion and Request for a Letter of Clearance to Place a Public Drinking Water Facility into Service" (Clearance Form) and, if a general permit was obtained from FDEP, as-built drawings that have been signed (original signature) and sealed by the engineer of record.

The City will attach a copy of the FDEP permit, pressure test sketch showing the sample points, bacteriological test results, and a copy of the as-built drawings, if required, to the Clearance Form. The Clearance Form is then approved by the Utilities Director or their designee and submitted to the FDEP. Submittal of the Clearance Form by the Engineer of Record to the City is time sensitive since the bacteriological test results cannot be older than 60 days by the time they are received by FDEP.

Final Inspection – After all tests of the utility extension have been successfully completed, a final inspection must be scheduled. The final inspection consists of checking for items such as; concrete valve pads, blue reflectors at the fire hydrants, meter boxes installed to grade, curb stops properly installed in the meter boxes, service line locations marked on the curb, all valves are open, and proper paint used on items that require painting. The utility contractor is responsible for scheduling this inspection with an Engineering Inspector. It is recommended but not required that the utility contractor be present for the final inspection. The City will notify the utility contractor in writing if any discrepancies are found.

~~***Acceptance of Utility Extension***~~***Utility System Acceptance*** – After ~~the utility extension has been properly installed and successfully tested in accordance with the Utility Extension Policy, and after~~ all ~~required documents described~~the below items ~~below~~ have been received and approved by the City, the City will send a ~~letter~~ notice of acceptance to the owner.

1. Final inspection of the system and approval from the City Utility Inspector. This includes water, sewer, and reclaim infrastructure that are intended to be conveyed to the City of Cocoa.

2. All associated permits for the project have been closed out to include any FDEP permits, FDOT, etc.
3. The required as-builts, bill of sale, and easement documents have been submitted to and approved by the City of Cocoa.
~~1.~~4. All payment of fees has been paid for the project per the Requirement Letter.

As-Built Drawings – The City requires three hardcopy sets of as-built drawings (noted as "as-builts") signed (all with original signature) and sealed. The as-builts can be certified by a Florida-registered surveyor or the Engineer of Record as to the accuracy of the information supplied. The Engineer of Record must certify that the utility extension has been installed in accordance with the approved plans and specifications. The information provided on the as-built drawings must conform to the City's latest Technical Provisions and Standard Detail Drawings. If a project is completed in phases, the city requires a separate as-built drawing for the phase constructed in order to process the final acceptance of that phase.

Bill of Sale; Maintenance Bond/Security – The Bill of Sale conveys ownership of the utility extension to the City so the City can operate and maintain the system. The City's Bill of Sale form must be completed by the owner of the project and submitted to the City. In addition, the City reserves the right to require a maintenance bond or some other security covering the utility extension for a period of up to two (2) years depending on the specifications of a particular extension. The bond or other form of security must be in a form deemed acceptable to the City. The City's template Bill of Sale is available on the City website. A draft electronic copy of the Bill of Sale must be submitted to the Engineering Division and approved by the City Clerk prior to submitting the final hardcopy Bill of Sale. If a project is completed in phases, the city requires a separate bill of sale for the phase constructed in order to process the final acceptance of that phase.

Easement – If ~~the utility extension is~~any Cocoa owned utility infrastructure was installed on private property, a Utility Line and Ingress/Egress Easement is required or the easement language should be included as part of the recorded plat for the project. If the easement was recorded with the plat a separate hold harmless agreement will need to be executed by the owner. ~~The~~ Any Utility Line Easements over pipe will ~~is to~~ be a 15-feet-wide surveyed easement centered over the pipe~~the utility~~ extension. The Ingress/Egress Easement is usually for the entire property and allows the City to enter the property to operate and maintain the ~~water line~~utility infrastructure. The City's Easement form must be completed by the owner of the project and submitted to the City. The City's template Easements documents are available on the City website. A draft electronic copy of the Easement must be submitted to the Engineering Division and approved by the City Clerk prior to submitting the final hardcopy Easement. The City sends the Easement to the Brevard County Clerk of Court for recording. If a project is completed in phases, the city may require a separate easement for the phase constructed in order to process the final acceptance of that phase. ~~-~~It may be necessary for the City to mark the location of utilities using wooden stakes, flags, aerosol paint, etc within the easement. The paint will eventually wear off and there are no requirements for the City to remove the utility markings.

~~***Utility System Acceptance*** – The following is required before acceptance of the utility system by the City of Cocoa:~~

~~2. Final inspection of the system and approval from the City Utility Inspector. This includes water, sewer, and reclaim infrastructure that are intended to be conveyed to the City of Cocoa.~~
~~3. All associated permits for the project have been closed out to include any FDEP permits (FDOT, etc.)~~
~~4. The required as-builts, bill of sale, and easements have been submitted to and approved by the City of Cocoa.~~
~~5. All payment of charges has been paid for the project.~~

Non-Accepted Systems – The City is not obligated to repair or to provide field locations on any system that has not been accepted for operation and maintenance. No connections will be made to and no meters will be installed on any system until after the system is accepted and all applicable charges have been paid to the City.

Private Utility Systems – All utilities located on private commercial properties will be owned, operated, and maintained by the property owner. The City does not allow City owned and maintained utilities to be installed on private commercial properties with the exception of water meters, fire line detector check valves, and sewer force main check valves.



City inspectors have the right to inspect any portion of the private system for excessive leakage or non-approved connections. Any deficiencies noted must be corrected within ten days of written notice by the City.

C. Fire Protection System Requirements

The City provides water service for fire protection. On public, commercial, and multifamily residential fire protection systems, the City requires a meter and a double check detector assembly (DCDA), the size of which has been determined by a private fire protection system Engineer. The City is responsible for operating and maintaining its water system up to and including the DCDA piping leg and in-ground 90-degree or 45-degree fitting on the customer's side of the DCDA. The City has determined the point of service for the fire line system to be the gate valve installed at the fitting upstream of the DCDA. A fire line contractor is required for the installation of the DCDA.

The fire protection system design must include a safety factor of five psi. Materials for and installation of the DCDA shall be in accordance with Section 2.2 Utility Extension Policy & Procedure and the City's current *Technical Provisions* and Standard Detail Drawings.

The City charges a Fire Protection Service Charge in accordance with the Schedule of Fees, Rates, and Charges. The customer must pay the first year's Fire Protection Service Charge prior to the preconstruction meeting for the utility extension.

For new systems, the Contractor will test the DCDA and provide the backflow certification to the City's Engineering Division. If the test fails, the customer's contractor must have the DCDA repaired by a licensed backflow technician and re-test the DCDA.

The City charges a Fire Line Painting Charge in accordance with Schedule of Fees, Rates, and Charges. The customer must pay the Fire Line Painting Charge prior to the preconstruction meeting for the utility extension. After acceptance, the City will paint the fire line.

For existing fire protection systems, the Water Field Operations is responsible for operating, maintaining, repairs, and testing of the existing DCDA. Customers requiring repair, maintenance, operation, or testing of the existing DCDA shall contact Water Field Operations located at 351 Shearer Boulevard, Cocoa, Florida.

Private fire line contractors are prohibited from operating, maintaining, repairing, and testing DCDA owned, operated, and maintained by the City of Cocoa except as authorized by Water Field Operations. The City will not be responsible for any cost incurred by the customer for unauthorized work on the DCDA.

Section 3 – Rights and Responsibilities

A. Right of Way and Access

As a condition of service, the account holder grants to the Utilities Department all rights and privileges necessary for the rendering of service. Utilities Department employees and contracted representatives must have access at all times to the City's facilities located on the customer's premises. Access is limited to the installation, operation, maintenance, inspection, and/or removal of utility appurtenances. Failure to provide access to Utilities Department personnel is grounds for involuntary discontinuance of service. Any advance notice to the customer or occupant of work performed on the customer's premise will be at the discretion of the City. The Utilities Department is not liable for trespass during performance of these activities. Vehicles or large movable objects that block access to the utilities right-of-way may be towed at the customer's expense.

B. Relocation or Adjustment of Utilities

Standard residential 3/4" and 1" meter relocations or adjustments with no concrete or asphalt open cuts, no site restoration work, no service line replacement, and less than ten feet in length will be performed by the City at a cost as provided in the Schedule of Fees, Rates & Charges.

Residential 3/4" and 1" meter relocation or adjustments that require a permit, concrete or asphalt open cuts, site restoration work, a new service line, or are longer than ten feet will require a cost summary estimate from the Engineering Division and the account holder will be required to pay that cost prior to the work being performed by the City.

The City will not relocate or adjust a 3/4" and 1" residential meters within subdivisions currently being developed or within one year of acceptance by the City. The owner must contact the developer who shall have its utility contractor relocate the meter under the direct supervision of the Utilities Department.

When relocation or adjustment of the City's facilities is necessary for a multifamily or commercial building due to a change in the customer's operation or construction or ~~due to a~~other request, such relocation or adjustment will be designed by an engineer and constructed by a utility contractor provided by and paid for by the customer.

In the event that a relocation of a customer's point of service is required by the City~~,~~ and impacts the ~~new~~ on-site private service line, any required adjustment or replacement of the private service may be ~~installed~~ performed by a licensed plumber at no cost to the customer. The customer will provide the necessary access to the property for such ~~and installation~~work and will assume responsibility for the private service line ~~same~~ upon ~~relocation~~completion of the work.

The relocation work or connection of the customer's facilities will be warrantied for any defects in the construction for a period of one year. The City; however, will not be responsible for cost associated with damage caused by natural disasters, breaks, acts of God, misuse of the facilities, or any other cause beyond the control of the Utilities Department.

C. Limits of Liability & Continuity of Service

The Utilities Department will use reasonable diligence to provide dependable service but **DOES NOT GUARANTEE** continuous and uninterrupted service.

The City is not liable for want of supply or for any occurrence, act, omission caused directly or indirectly by mechanical failure of equipment and/or facilities; repairs; or adjustments to its system; riots, strikes, civil unrest, insurrections; accident; litigation; interference by Federal, State, or municipal governments; act of God; acts of the public enemy; or any other cause beyond the control of the Utilities Department. The City reserves to itself full discretion in reducing the amount of water available, in servicing some customers to the exclusion of others, or, if necessary, in discontinuing water, reclaimed water, or wastewater services.

All reasonable efforts are made to assure continuity of services to customers. Although the City uses its good faith effort to see that utilities are delivered safely, the City is not responsible for any damage caused by interruption of

utility services. The customer understands that instances may occur where service is interrupted beyond the control of the City and that no compensation will be rendered for such loss of service.

D. Account Holder Responsibility for Piping and Leakage

The account holder shall be defined as the person contracting service until or unless the contracted service is voluntarily or involuntarily discontinued. In the absence of any active contract for service, the property owner shall be the account holder. See section *Revert to Property Owner* for details.

The City is only responsible for correcting leaks on the main water system and up to and including the water meter.

The City is not responsible or liable for the account holder's utility system beyond the following points of service:

- Water: the meter and/or backflow prevention assembly
- Reclaimed Water: the meter and/or curb stop
- Wastewater: the City's sewer cleanout or the property line
- Fire Protection/Suppression Systems: the meter, backflow prevention assembly, and the bottom fitting in the ground downstream of the double detector check valve.

The City does not assume any responsibility for, or liability arising because of, the condition of water and/or sewer piping, plumbing or any apparatus on the premises of the account holder and/or property owner. Water pulled across any of the points of service listed above immediately becomes metered water. Metered water that is knowingly or unknowingly either used, lost, leaked, or stolen is considered consumption and is the property and responsibility of the account holder.

The City does not assume any responsibility for, or liability arising because of, any loss or damage to any person or property whatsoever resulting directly or indirectly from the use or misuse or presence of metered water on the account holder's premises.

The account holder is responsible for leakage in the piping on his/her property on his/her side of the water meter at the point of connection to the meter and/or backflow prevention assembly, if applicable, and will be charged for water and/or sewer based on water use as indicated on the meter.

The account holder is responsible for monitoring and safeguarding any intentional or unintentional consumption of water, regardless of any conditions or circumstances known or unknown to the account holder and/or property owner to include if the meter is on or off, that may contribute to water loss, leak, or theft of water.

The City is not responsible for investigating, informing, or prosecuting due to water leaks, loss, or thefts on the customer's side of the water meter. As a courtesy the City makes a reasonable effort to inform the customer of excessive or active water usage, if noticed, during routine meter reads or maintenance. It is the customers responsibility to regularly monitor their water meter usage/flow rate indicator for symptoms of water loss.

When a customer requests the water meter to be turned on it is the responsibility of the customer to make sure all valves, faucets, hoses, and any other appliances that demand water are turned off prior to the City representative turning the meter on. If the City representative notices the meter flow rate indicates active water use when turning on the water meter, the meter will be immediately turned back off and a reasonable attempt to leave a notice that the meter was turned off will be made. In the event the City does not detect any active water flow, the City is not responsible for any water loss or damage.

For details regarding system operations for the City of Cocoa, please refer to the City of Cocoa Utilities Handbook, the City of Cocoa Utilities Technical Provisions and Standard Details and/or City of Cocoa Code of Ordinances.

E. Account Holder Responsibility for Sewer Piping and Drainage

The City may charge the customer for the costs incurred to alleviate any obstruction of the flow in the sewer system or other interference with the operations of the Wastewater Treatment Plant determined to be caused by the customer. These charges will be billed as allowed under Ordinance Sec 22-12.1 and 22-14.



Section 4 – Requirements and Regulations

A. Potable Water Service Policy

Properties within the City's franchise area are eligible for connection to the potable water system on a first-come first-served capacity-available basis. As deemed necessary by the Utilities Director, some projects may require off-site improvements or hydraulic studies to assess the impact of the proposed service on existing customers. All costs for studies or off-site improvements will be paid by the customer.

B. Resale of Water

Water service obtained from the City is to be used by the customer only, for the purpose specified in the application for service, and cannot be resold. Water service is furnished directly to the customer through the City's individual meter. It is for the customer's sole use and is not to be re-metered by the customer for the purpose of selling water service at a profit to lessees, tenants or others. Re-metering for the purpose of equitable distribution of water and sewer service costs is allowed so long as the charges reflect the amount charged by the City.

C. Sub-serving by Customer

The customer will not build or extend water lines across or under a street, alley, lane, court, avenue, across property lines or in any other way in order to furnish service through one meter to more than one property. Serving more than one property is not allowed even though such adjacent property may be owned by the customer. An exception to this policy may be requested in writing from the Utilities Director. Written consent for the exception will be given only when such adjacent properties are operated as one integral unit under the same name for carrying on parts of the same business. When and if such consent is given, the customer must obtain any necessary State, county, or municipal permits. All construction must be in accordance with applicable codes, installed by duly licensed professionals, and subject to applicable inspection procedures. Service is furnished only to the property immediately adjacent to the meter. If the customer subdivides a property that has a single water service (meter), the existing water service will be used to serve the property immediately adjacent to the meter. The remaining subdivided properties must be provided with individual service lines and meters at the owner's expense. A water main extension may be required in order to provide service to the customer's subdivided property. If a main extension is required in order to provide service to a property, refer to section *Utility Extension Policy & Procedure*.

D. Customer Facility Requirements

All on-site service lines and plumbing are to be installed in accordance with these requirements and regulations and in compliance with the latest guidelines of local codes and inspection authorities. All installations must be inspected and approved by an authorized inspector as required by law. The Utilities Department may deny service to any new or altered installation or it may disconnect service to any existing installation that, in the opinion of the Utilities Department, constitutes a hazard to the public, to other customers, or to its employees.

E. Backflow Prevention and Cross-Connection Control

Backflow prevention assemblies are to be installed to provide protection to the water system and to comply with local and State regulatory authorities and the City's Cross-Connection Control and Backflow Prevention Program.

The potable water supply must be protected from the possibility of contamination. Non-potable sources of water or harmful substances must be prevented from entering the potable water system. The Utilities Department promotes the avoidance, prevention, and elimination of cross-connections. It provides for a continuing program of cross-connection education, prevention, detection, and control. This program is intended to prevent water that has passed from the public distribution system into the private plumbing and fire protection systems from re-entering the public system. The City charges an annual Cross Connection Control Program Administration Charge, in accordance with the Schedule of Rates, Fees, and Charges, to administer this ongoing program required by federal and state regulations.

The most current edition of the following codes, rules, and standards are adopted as a part of Cocoa's Cross-Connection Control Program:

- Florida Administrative Code (FAC) 62-550.200(22) defining cross-connections; FAC 62-555.360 prohibiting cross-connections and providing a routine Utilities Department program for the detection and prevention of cross-connections; FAC 62-610 establishing rules for reclaimed water systems serving potable water customers.
- Florida Building Code Plumbing Volume, Section 608.8, requiring identification of potable and non-potable water distribution systems either by color marking or metal tags.
- American Water Works Association (AWWA) manual M14 providing recommendations for organizational background for a cross-connection control program.
- The Foundation for Cross-Connection Control and Hydraulic Research (University of Southern California) manual *Cross Connection Control* for the approval of backflow prevention assemblies.
- The Code of Ordinances of the City of Cocoa, Chapter 22, setting forth rules for alternative water service and providing for discontinuance of water service to properties not in compliance with the rules.

The Water Field Operations Division is responsible for the education and training of personnel for the testing, installation, and maintenance of all backflow prevention assemblies (including fire line backflow devices). This division records material and equipment installation and inspection data. Surveys are performed at the premises of existing and new customers to detect actual or potential cross-connections.

The customer is liable for the initial installation cost of a backflow prevention assembly, which cost must be paid in advance of installation.

The City maintains backflow prevention assemblies that meet the City's requirements and charges an annual Backflow Assembly Testing & Maintenance Charge in accordance with Exhibit A Rates, Fees, and Charges.

F. Curb Stops

The City is responsible for the use and maintenance of the water service lines up to and including the backflow prevention assembly. The curb stop is a mechanism used by the City to regulate the flow of water to the meter and is City property. It is the City's option to grant permission to the customer to turn the curb stop on or off for emergency repairs or after hour turn on when water is running. The curb stop is not designed to be used as a faucet and frequent use may damage the device. A damaged curb stop will be repaired or replaced at the discretion of the City. The customer may be charged the actual cost of repair or replacement at the discretion of the City.

It is recommended that a customer have a shut off valve installed downstream of the meter and backflow preventer, at the customer's expense. A house valve is also recommended. A house valve is an in-line connection and handle on the water service line from the meter to the house. It is usually located on the exterior of the house near an outside faucet or hose bib but can be located internally near a water heater or clothes washer hookup. By turning the handle, the customer can shut off the water supply to the house in an emergency or to make repairs.

G. Individual Meters

Individual meters are required for all new residential service connections with the following exceptions:

- High-rise (three stories or greater) condominiums
- Short-term rental units and travel trailer parks
- Special cases as approved in writing by the Utilities Director

H. Sizing of Meters

Water meters will be sized according to the guidelines stated in the American Water Works Association manual M22, Sizing Water Lines and Meters. The engineer of record shall complete the calculation for sizing the meter. The engineer shall provide the signed and sealed calculations to the Utilities Department for approval. If deemed necessary by the Utilities Department, the owner shall provide to the Utilities Department access to the property to evaluate the water usage requirements. The minimum size meter, as calculated, will be installed. No over-sizing of meters will be permitted.

I. Upsizing of Water Meters

If requested by a commercial or multifamily residential customer and justified according to section *Sizing of Meters*, the customer may replace an existing meter with a larger meter. All calculations must be completed by a licensed engineer or architect. The calculations for upsizing must be submitted to the Engineering Division for review and approval. Installation of upsized service piping shall be in accordance with Section *Relocation or Adjustment of Utilities*. The customer shall be required to bring the service up to current standard requirements at the customer's expense. Current standard requirements may include, but are not limited to, installation of a backflow prevention assembly and conversion of below-ground to above-ground installation in accordance with the *Technical Provisions*. Meters will not be upsized for billing purposes. Additional fees and charges may apply.

J. Separation of Meters

A commercial or multifamily residential customer who desires to install individual 3/4" meters in lieu of an existing master meter 1" or larger may be allowed to do so in accordance with section *Relocation or Adjustment of Utilities*.

A commercial or multifamily customer who desires to install meters for the purpose of establishing a separate billing of non-irrigation flows may do so as long as the flows do not enter the wastewater collection system. Installation of the service shall be in accordance with section *Relocation or Adjustment of Utilities*. In either case, the customer is responsible for reconnection of individual plumbing to the new meters.

Payment of impact fees will not be required unless the use of the property has changed and will result in increased water demands. Other charges may apply.

K. Irrigation Meters

Temporary or Permanent irrigation meters are not permitted. Existing irrigation meters are grandfathered to remain on the distribution system.

L. Temporary Construction Meters

Temporary construction meters are subject to the following requirements:

- Temporary construction meters will have a specified time period of ~~90~~ 180 days. Extensions of time may be granted if requested in writing with proper justification. The owner will be notified in writing if the meter has gone past the 180 day time period and the City will remove the meter if an extension is not requested and approved.
- Temporary construction meters will be located, at the discretion of the Utilities Department, on the nearest acceptable fire hydrant or 2" blow-off and secured by a chain and lock.
- Temporary construction meters will be installed for construction purposes only. Meters permanently mounted on spray trucks for tank filling purposes are exempt from these restrictions. Meters mounted on water trucks are subject to these restrictions.
- Temporary construction meters will not be utilized for irrigation purposes or for domestic supply purposes.
- Temporary construction meters will be removed or relocated only by Utilities Department personnel.
- Repairs necessitated by abuse of a temporary construction meter will be charged against the customer's deposit.

Commented [KE1]: We should designate who is approving these extensions. In discussing with Jack since these are issued by customer service we would suggest the customer service manager or finance deputy director?

Commented [LM2R1]: A site visit would be required to determine what the temp is being used for. CS office accepts the funds and creates the w/o to install. I believe it should be WFO and/or Eng to review and determine the validity of use to grant/deny an extension.

M. Temporary Jumper Meters

A temporary jumper meter shall be installed at a tie-in valve of all new water main extensions. All swabbing, flushing, and testing operations will be accomplished through the jumper meter. The jumper meter is to be used only for the swabbing, flushing, and testing of the new water main extension. It shall not be used as a construction meter for the project. If any utility contractor or subcontractor connects to the new system, whether it has a jumper meter or not, the connection will be disconnected and the utility contractor will be billed for an illegal connection. This may lead to a delay in the acceptance of the water system for service, thereby delaying the permanent meter installation.

The jumper meter installation shall be in accordance with the City's Standard Detail Drawings. It shall consist of 2" galvanized pipe and fittings, a 3" meter supplied by the City (paid for by the developer or contractor), and a 2" double check valve supplied by the contractor. The contractor shall install the jumper meter assembly. All tie-in valves shall be locked by the contractor with the chains and locks supplied by the City. After installation of the jumper meter



assembly, the contractor shall have the 2" backflow prevention assembly tested by a State-licensed backflow testing company to assure that it is functioning properly. A copy of the testing report must be supplied to the City.

Section 5 – Establishing Service

A. New Connection to the Water/Sewer Distribution Systems

Properties within the City's franchise area are eligible for connection to the potable water system on a first-come first-served capacity-availability basis. The City of Cocoa Engineering Department plans, designs, and obtains permits for the drinking water transmission and distribution, wastewater collection, and reclaimed water distribution systems. As deemed necessary by the Utilities Director, some projects may require off-site improvements or hydraulic studies to assess the impact of the proposed service on existing customers. All costs for studies or off-site improvements will be paid by the customer. The general requirements are described in the City's Technical Provisions and Standards Details.

A new customer connecting to water and/or sewer system (new construction) may apply for the desired service obtaining a cost summary from the Engineering Department. Once the cost quote is available, the customer shall pay for the new connection by contacting the Customer Service Division. Once payment is processed and all required permits have been acquired, work orders are entered to install the new connection.

B. New Connection to the Reclaimed Water Distribution System

Any utility account holder within the City of Cocoa limits and in good standing may request the City to install and operate a City approved irrigation/reclaimed water meter at any property owned by such account holder, provided that the City has reclaimed water mains available to serve the account.

Prior to the installation of a new in-ground irrigation system to be connected to the City's reclaimed water system, or connection of an existing system to the City's system, the account holder shall request the City to install and operate a city-approved reclaimed water meter. The account holder is responsible for connecting their system to the account holder side of the meter and for allowing inspection of all connections by City staff prior to the turn on of the meter. All irrigation/reclaimed water meters, meter boxes, pipes and other equipment furnished or used by the City in installing any such irrigation meter shall be and remain the property of the City. Prior to installation of any such reclaimed water meter, the account holder shall pay to the City all charges as specified in the Schedule of Rates, Fees, and Charges (A&B) established and modified periodically by the City Council.

A new customer connecting to the reclaimed water system may apply for the desired service, if available, as outlined in the Reclaimed Water Application and through contacting the Water Reclamation Facility at 321-433-8749.

B. Contracting Utility Service to Existing Connections

Anyone may apply for water and/or sewer service to a property within the appropriate service area provided they are the owner, owner's agent, or a prospective tenant of the property to be served.

The Customer Service Division (hereafter referred to as City) must treat all applicants in an equal and non-discriminatory manner, without regard to race, sex, age, ethnicity, national origin, disability, mental illness or ability, sexual orientation, gender, gender identity/expression, sex characteristics, religious, creed, political opinions, or marital status.

A new Request for Service Application form (referred to as Application) must be submitted for every water/sewer connection, including transferring service to a new location, regardless of prior connections to an existing address or account holder history PRIOR to receiving utility service. A Service Initiation Fee, in accordance with the current schedule of rates, fees, and charges, will be due for the processing of any new application. See section *Connection & Installation Fees & Charges* for details.

C. Utility Application Processing

Persons wishing to establish water/sewer service will be required to complete a Request for Service Application form. If not applying in person, the Request for Service Application form must be notarized. In certain circumstances

a property owner may be required to appear in person with photo ID to authorize service. **All** persons requesting utility services must provide the following information:

- Full name
- Mailing Address
- Service Address
- Home, Cell & Work Phone Numbers
- Email Address (if available)
- One valid form of government issued identification with photo – Valid driver's license, passport, alien registration card, or state issued photo ID
- A second form of identification such as anything that has the applicant's name embossed and/or printed on it, excluding debit/credit cards, such as social security card, insurance card, voter's registration, passport, vehicle registration, etc.
- Names of adult persons living in household (if applicable)

Property Owner as Account Holder:

- Proof of Property Ownership if different than Brevard County Property Appraiser's website.
- If property owner is unavailable, provide a copy of the Power of Attorney.

Non-Property Owner as Account Holder:

- Notarized, Valid Rental Agreement between the prospective tenant and property owner. The property owner's signature must be notarized; however, if prospective tenant and property owner both appear in person and provide government photo identification, neither signature needs to be notarized.
- If an agreement is not available or has expired, a notarized Letter of Authorization must be completed by the property owner or authorized agent.
    - If authorized agent is submitting the application, provide Power of Attorney, Property Management Agreement, etc.
- If property owner is deceased, an authorized agent must provide death certificate and documentation verifying survivorship (i.e. Last Will and Testament, Trust, Probate, etc.).

Property owners shall provide a closing statement or deed to verify ownership. Property owners may have utilities connected at more than one location as long as all account balances remain current. Any property owner's prior debt for utility services at any location and/or a property owner's outstanding account balance at the service location applied for, may prevent a property owner, their agent, and/or a tenant from establishing new service until account(s) are paid in full. See section *Prior Utility Debts* for details.

Non-Property Owners shall provide the City with a notarized copy of a valid lease/rental, or a copy of a valid lease/rental agreement that contains an electronic signature with certificate of authenticity, or a notarized Letter of Authorization and may be limited to one service location at any given time. The non-property owner's utility account will be set up in the name or names specified in the lease/rental/occupancy agreement. A property management agreement shall be required for agents acting on behalf of the property owner. In the event that any person named in the lease has an outstanding utility debt with the City, that debt shall be paid in full prior to service connection. See section *Prior Utility Debt* for details. If any notarized lease/rental/Letter of Authorization for occupancy agreement and/or property management agreement cannot be provided, the Request for Service Application may be denied.

Master Metered Multi-Unit Residential and Commercial Properties collectively serviced by a single master meter shall have the account held in the name of the property owner.

Private fire protection "fire line" systems shall have the account held in the name of the property owner and shall remain active at all times. Delinquent or past due fire line account balances may result in service interruption to the water account or, a past due balance may be transferred to the account holders water account for payment. Any unauthorized connection or use of a private fire protection system will be considered theft of service and a penalty shall be billed to the customer of record. All water consumption on a single meter fire line, not intended for fire suppression or normal testing/maintenance, will be billed at the first-tier water rate. Some fire protection systems are

compound meters where the high side may be used for both domestic use and/or fire suppression. Consumption on a compound meter also used for fire suppression is billed at the consumptive tier rate with the exception of water used during a fire if eligible. See section *Utility Billing Adjustments* for details. It is the customer's responsibility to ensure no connection or use of the fire line occurs for anything other than it's intended purpose of fire prevention to include leak, loss, intentional use, or theft. See section *Utility Tampering and Theft of Service Fees & Charges* for details.

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D. Time and Place of Application

Persons requesting utility services at existing connections must complete a Request for Service Application form and submit all required documentation to City Hall in person between 8:00 a.m. and 4:30 p.m. Monday through Friday,(excluding City closures), by mail (65 Stone St. Cocoa, FL 32922), e-mail (customerservice@cocoafl.gov), online–https://www.cocoafl.gov/DocumentCenter/View/12345/Request-for-Service-Application-ADA-Fillable, or via facsimile (321-433-8408). However, in the event service is requested electronically and, in order to verify identity, the Application must be notarized, and legible copies of a valid government issued identification document (driver's license, passport, state identification card, military identification card, etc.) must be submitted. If the copies are illegible or the application is not notarized, they may not be accepted, delaying the connection process. If applications and subsequent documentation are sent electronically by e-mail or fax or by mail, it is the responsibility of the customer to follow-up and ensure Customer Service has received the documents.

The City offers next business day service, however electronic requests may take up to two (2) business days for service connection. No service will be connected until all application procedures have been completed and any fees/balances, if applicable, are paid in full. Completed applications received in person before 12 pm on the day of requested service may be processed for connection, if same day turn on service is available and, the applicant pays the Same Day Initiation Fee. See *Service Initiation Fee* for details. The City will strive to meet each customer's needs for connection of service. Normal connections will be made in a timely manner during regular business hours. The City reserves the right to inspect the meter prior to connection to determine if utility service can be received at the premise in a safe manner.

Service initiation fee and at-risk deposits shall be paid in advance of connection. The applicant may be exempt from the at-risk deposit only if they complete an Automatic Debit (ACH) Agreement and maintain successful and continuous, automatic bank draft for the life of the account. See *Application of Deposit and Exemption Criteria* and *Billed Deposits* for details.

E. Application of Deposit and Exemption Criteria

The City requires water and sewer deposits for any applicant wishing to establish service at any location, except as specified below, and deposits shall be billed to the account.. Any applicant with prior debt, has been involuntarily discontinued from service, has filed bankruptcy in the past 12 months, applies for a temporary connection, has self-restored service, or has had their meter locked off, plugged or removed shall pay the deposit prior to the connection or re-connection of service.

Residential accounts contracted by the property owner shall be exempt from deposit if the contracting owner meets the following criteria:

- Has been or is in the Military and can provide a copy of their Military ID card or a DD 214 form; or,
- Is the spouse of a veteran and can provide a copy of their Military ID card or,
- Has been an account holder of any utility in the United States within 120 days of application for service and can provide a letter of reference from the utility showing that he/she has no outstanding debt and had 12 consecutive months of good credit; or,
- Is transferring service from an existing account with good credit to a new property owned by the applicant within the City's distribution network; or,
- Completes an Automatic Debit (ACH) Agreement and maintains successful, automatic bank draft for 12 consecutive months.

Residential accounts contracted by the non-property owner shall be exempt from deposit if the contracting account holder meets the following criteria:

- Completes an Automatic Debit (ACH) Agreement and maintains successful and continuous, automatic bank draft for the life of the account

Residential accounts shall have their deposits refunded to the account after twelve (12) consecutive months of good credit. Good credit is defined as not having been disconnected for non-payment or not having had two or more returned payments within 12 consecutive months, or not having two or more delinquency notices within 12 consecutive months, or not having any account be sent thorough debt collection (i.e. collections, lien, etc.).

A customer having multiple active accounts will be subject to deposits billed on all accounts if good credit is not maintained on any one of the accounts or combination of accounts (as in the case of two returned payments).

Commercial account and master metered multi-unit residential dwelling account deposits will remain on the account until services are requested for disconnection and/or involuntarily terminated by the City.

Governmental accounts shall be exempt from deposit.

See section *Deposits* for details.

F. Service to Commercial Accounts
Non-residential accounts established for service will require a signature by a duly authorized representative of a business entity. For a business not operated by a recognized legal entity, the account will be listed in the name of a responsible person (owner, manager, etc.). That person accepts the personal responsibility for payment of the account and must notify the City of any changes in ownership. For a business operated by a recognized legal entity, the account will be listed in the name of a responsible person "DBA" (doing business as) the name of the company. Commercial property applicants require the same information as residential property applicants and are subject to all utility policies and procedures as described in this document.

A multi-unit dwelling is a structure that contains two or more residential units. Those multi-unit residential dwellings that are serviced by a master meter, including duplexes, are considered commercial accounts for utility billing purposes and the utility account will remain in the property owner name.

H. Service for Temporary Connections and Disconnections
Prospective buyers can request a temporary connection for inspection of the property during the closing process. Inspection connections are temporary and shall not extend beyond 10 business days. If the prospective buyer closes on the property and wishes to keep the connection permanent, the buyer must contact Customer Service to transition the account to permanent status. Inspection connections may not be authorized if any prior debt exists. Water deposits and any administrative fees shall be paid in advance prior to the connection.

I. Prior Utility Debts

Any prior debt and outstanding account balances must be paid in full before service can be connected or re-connected. If the prior debt status is due to involuntary disconnection, tampering, returned payment, a collection, or, write-off account, the balance must be paid in cash or money order before service can be connected. The account holder will be required to pre-pay utility deposits before service is established and the account remains in a cash only status for 12 months unless the account holder completes an Automatic Debit (ACH) Agreement with the city and maintains successful automatic bank draft for 12 consecutive months.

The City shall refuse to furnish new service to:

- any applicant or any member of the household who is indebted to the City of Cocoa for service previously furnished at any location connected to City infrastructure where they were the contracting party; or
- an applicant the City reasonably believes directly benefited from utility service provided to a former contracting occupant who is indebted to the City of Cocoa at the same service location applied for; or
- an applicant where the current property owner has an outstanding account balance at the same service location applied for; or,



- an applicant where the current property owner has a prior debt at any location connected to the City infrastructure that is owned by the same property owner; or
- an applicant where the service location applied for has an outstanding owner balance or lien on the property even if the lien has not been perfected per FL Statute 159.17.

In the instance that debt to the City is not discovered prior to approval of application, the previous balance will be transferred to the account holder's current account where it will become part of the balance due for services. Account holders will be expected to pay the previous balance in full along with their subsequent monthly bill in order to avoid having services interrupted for non-payment. If the previous balance is of significant amount, and the account holder qualifies, they may be eligible to apply for an extension or payment plan in accordance with this policy. Failure of staff to discover a previously owed debt does not relinquish the debt owed to the City by the delinquent account holder.

A collection/write-off on a utility account is when a utility account holder is indebted to the City after all deposits and payments are applied during the finalization process.

J. Reasons for Denial of Service

Applications for utility service may be denied for any one of the following reasons:

- An incomplete Request for Service Application form is submitted.
- Valid, legible support documentation such as a notarized lease/rental/letter of authorization, property deed, etc. is in question or cannot be provided.
- Questionable Identification – inability to provide legible, verifiable or valid identification
- A prior debt for an applicant or service location exists see section *Prior Utility Debts* for details.
- An applicant with prior debt has not paid the required deposit see section *Deposits* for details.
- An applicant or occupant who benefitted from the utility service at any location who is indebted to the City. Refer to Florida Statute section 180.1351a

K. Privacy

Our application/agreement requests that the potential account holder voluntarily provide their social security number. We request this number to verify identity, protect sensitive account information, and collect delinquent balances. There is no statutory or other authority requiring any account holder to provide a social security number. However, if available, when account holder billing data is requested, the last four digits of the social security number or Tax ID Number may be used to verify identity prior to any information being given out by staff. In the absence of a social security number, staff members may request other verifying information or request the account holder/property owner to appear in person to protect the account holder/property owner against fraud.

Account holder billing data is considered public information. Florida law allows certain persons to request that eligible personal information contained in the City's utility customer information system be exempt from public records disclosure. Please refer to Florida Statute section 119.071 or other applicable statute for scope of protection. Requests can be made by the account holder completing a Utility Customer Public Records Exemption Request and returning it to the Customer Service Division. The City will ensure that account holder information, including billing data, is adequately safeguarded against unauthorized use.

In accordance with the Telephone Consumer Protection Act (TCPA), the account holder agrees by contracting service, that the City of Cocoa may contact him/her as described in section *Utility Debt Collection*.

All incoming and outgoing calls to Customer Service may be recorded and/or monitored for quality assurance.

Delinquency Notices can be requested, by the property owner, to be sent to the property owner of any rental property.

Section 6 – Application of Rates, Fees, and Charges

A. Establishment of Rates, Fees, and Charges

Rates and fees for all utility services are established and adopted by the Cocoa City Council. The City Council reviews rates and fees each year during the budget process. The Council examines current and future needs (including adequate reserves) of the systems in order to establish rates that are adequate to meet these needs. Rates, fees, and charges are generally set in a fee schedule adopted with the annual budget; however, any fees, charges, or rates are subject to change throughout the fiscal year and upon City Council approval.

The City of Cocoa is also a contracted regional utility billing agent for services on behalf of several surrounding municipalities and sewer entities such as Brevard County, City of Cocoa Beach, City of Cape Canaveral, City of Rockledge, Colony Park, and Sun Lake. The rates and fees for these services are established and adopted by their respective municipality and/or the Public Service Commission and are subsequently provided to the City of Cocoa for billing on the regional utility bill. For more information on these services and their rates or fees please contact the respective service provider. See section *Regional Utility Billing* for more details.

B. Determination of Utility Rates

Utility rates for specific locations are based on a number of factors including residency, connection/meter size, number of establishments connected to a single service connection, etc. Water charges are billed according to the number of gallons metered, rounded to the nearest thousand, within a billing cycle. Sewer charges are based on the total number of gallons recorded on the water meter within a billing cycle and may include a cap. Both water and sewer charges include a monthly base fee for service availability and administration and commodity charges for actual consumption. See section *Calculating Consumption* for details.

Solid waste charges are based on the number and/or size of containers delivered to a location. All inside the City properties receiving utility services are required to have solid waste services and will be charged the solid waste fee, as set forth in the current Schedule of Rates, Fees, and Charges (Schedule A & B) except where solid waste services are provided independently.

C. Discounts and Exemptions

Senior citizens (over 62), disabled citizens, and Military active duty or certain veterans may be eligible for a discount on residential City of Cocoa garbage service and/or exemption from City of Cocoa late fee penalties on residential accounts. Eligibility criteria can be found on the Residential Discount & Exemption Application. Discounts on residential garbage cannot be stacked. A completed application and any supporting documentation must be provided to the Customer Service Division for consideration of discount.

An account processed for delinquency two (2) or more times in twelve (12) consecutive months will forfeit any discount or exemption and may have to re-apply after twelve (12) consecutive months of good credit.

Discounts and exemptions will not transfer, follow, or be applied to any service established at a new location upon termination of service at existing location. The account holder must re-apply for the discount and/or exemption with each initiation of new service at any location.

Any customer with a metered cooling tower that is also served by the Cocoa Sewer system is eligible for a discount on sewer consumption for the amount of water metered by the cooling tower each month.

The City of Cocoa occasionally goes out for debt and the bond holders provide covenants that City must abide by as a condition of receiving the bond money. No free water will be provided for any reason as written in the master bond covenants. See also Florida Statute Chapter 153.83 for additional information.

D. Existing Franchise Agreements

To the extent that any water rate, fee, or charge adopted by resolution or ordinance of the Cocoa City Council is in conflict with a rate, fee, or charge set forth in an existing water franchise agreement between the City of Cocoa and any other government entity, the rate, fee, or charge set forth in the conflicting franchise agreement shall apply to customers which are subject to said agreement.

E. Utility Connection & Installation Fees & Charges

Water Service Impact Fee **–** The water impact fee is charged per equivalent residential connection (ERC). If a single-family residence (SFR or 1.0 ERU) has a physical connection to a live reclaimed water distribution system that serves the entire property at the time the impact fee is due for the property requiring service, the water impact fee is reduced per ERC.

The Engineering Division or designee may utilize the following methods to formulate an estimate:

1. Flow submitted on Brevard County's Concurrency Evaluation form or FDEP construction permit application as calculated and certified by a registered engineer or architect.
2. Flow calculated from data contained in Florida Administrative Code 64E-6.008, Table I "For System Design".
3. Metered flow data documented by the most recent 12-month flow history of four similar establishments.

South Mainland Connection Charge – Additional fee in conjunction to the water service impact fee for any connection located in 129A or 129B in the south mainland.

Sewer Service Impact Fee **–** The sewer impact fee is charged per equivalent residential connection (ERC).

Reclaimed Water Service Connection Fee **–** The reclaimed water impact fee is charged to connect to the reclaimed water distribution network.

Water Service Line Installation Charge – The charge for the installation of a service line.

Backflow Prevention Assembly Installation Charge – Reduced pressure and double-check valves are two common backflow prevention devices. Larger meters and other installations are estimated on a case-by-case basis. Impact fees and special connection charges for this category are in addition to all other applicable costs listed.

Spray Truck Meter Installation Charge – Any customer requiring the installation of a meter on a spray truck shall pay a non-refundable charge and a refundable deposit for installation of the meter. The account holder is responsible for providing the current reading to the Customer Service Division monthly for billing. The truck and meter must be made available at least once every six months, from the date of installation, for an actual reading by the Field Service Division.

Temporary Jumper Meter Installation Charge – All new water main extensions require a 3" temporary jumper meter for swabbing, flushing, and testing of the new water main. The developer or contractor shall pay a refundable deposit and a non-refundable installation/relocation fee each time to install or relocate the temporary jumper meter.

Temporary Construction Meter Installation Charge – Any customer requiring the installation of a 2" temporary meter for construction purposes on a fire hydrant or water truck shall pay a refundable deposit and a non-refundable installation/relocation charge each time to install or relocate the temporary construction meter.

Fire Hydrant Maintenance Charge **–** The City recovers the cost of flowing, turning, and painting (finish coat) each newly installed or relocated fire hydrant. The City will flow the hydrant to obtain the initial flow data, turn it to face the direction specified by the fire department of the jurisdiction in which it is installed, and apply the final coat of paint as described in the City's Technical Provisions document. This charge covers the City's labor, materials, and equipment.

Materials/Labor Charge – When evidence of tampering, illegal ~~connection,~~connection, unauthorized repairs, or during any new or reconstruction project, any lost, stolen, or damaged meter, register, fire line, meter box, meter antenna, pipe, fittings, backflow ~~preventer,~~preventer, service line, or any other utility materials, shall be replaced at the current quoted cost of the materials plus any applicable labor necessary.

F. Utility Field Service Fees & Charges

Plan Review and Construction Inspection Charge – Charges to review plans and inspect construction. Individual property owners building a single-family residence are exempt from this charge.

Hydrant Residual Flow Test Charge – The City charges a hydrant residual flow test charge for any customer requiring such a test. The City will flow the designated hydrant and will provide the customer with the flow and residual pressure information. This charge covers the City's labor, materials, and equipment.

Fire Line Painting Charge – The City charges a fire line painting charge to apply the finish coat for all newly installed and relocated fire lines. The City and/or its contractor will apply the final coat of paint as described in the Technical Provisions. This charge covers the City's labor, materials, and equipment.

Meter Station Painting Charge – The City charges a meter station painting charge to apply the finish coat for all newly installed and relocated meter stations. The City and/or its contractor will apply the final coat of paint as described in the Technical Provisions. This charge covers the City's labor, materials, and equipment.

Meter Installation/Replacement Charge – The charge for the installation of a new or replacement meter, upon customer request, on an existing service line.

Meter Relocation/Adjustment Charge – The charge for the standard relocation or adjustment of an existing meter. The meter must remain in the frontage of the property it was originally set with.

Meter Calibration Testing Charge – Any customer of the City's water service shall be charged to conduct an accuracy test on the account holder's meter. This fee must be paid in advance of the testing; however, if the meter is found to be functioning outside the established, weighted accuracy limits of 98.5% to 101.5%, either over registering or under registering consumption, the fee will be refunded to the account.

Service Call Fee **-** A service call fee shall be applied to the next bill for services that are not deemed necessary by the City. Such services include, but are not limited to, re-reading of utility meters, locating a meter, checking a meter for a possible leak at the meter connection point, checking a meter for active flow-rate, low pressure, temporary meter turn-off, replacing damaged or missing materials at construction/reconstruction/new build accounts, etc. In the event a customer requests a re-read of the meter and City staff determines the meter was initially misread, the account holder will be issued a corrected bill with the corrected reading and this service call fee will be waived. Under no circumstances shall the City reimburse account holders for reading their own meter, turning on or off their meter, etc. A service call fee shall be applied to any account when return trips to a property are necessary to complete previously scheduled work where the meter was not accessible. This may include but not limited to debris covering meter, dog in/near yard, or a vehicle or trailer parked over a meter.

After Hours Service Call Fee - After normal business hours reconnections are prohibited for any customer and they must be scheduled through the Utility Customer Service office during normal business hours. If a customer requests for services to be reconnected at any location outside of normal business hours through the emergency after hours call center, an after hours service call fee will be billed, in addition to any other fees that may apply.

Meter Access Fee **-** The account holder is responsible for keeping the meter box serving the property in a manner that is unobstructed by shrubs, grass, weeds, mulch, dirt, or other similar materials. Similarly, vehicles may not be parked over the meter box or fences may not be installed around the meter box preventing access. The meter box and meter must be accessible by the City of Cocoa at all times. If the City needs to tow a vehicle from the top of the meter box to gain access, the account holder will be assessed this charge If a failure to retrieve a reading or access the meter is due to the account holder (or their agent) a meter access fee may apply.

Data Log Report - The account holder may request a special read report, called a data log, from those digital meters that support this technology. The log will report the daily and hourly consumption for the past 96 days from the date the data is captured. The account holder is provided one free report per calendar year per location when the account experiences excessive consumption. If the consumption does not meet the excessive consumption criteria or when two or more additional report requests are made in the same calendar year, this fee is applicable. See section *Utility Billing Adjustments* for details.

G. Utility Service Rates & Charges

Water Service and Consumption Charges **–** The monthly base fee for water service is assessed by meter size and is also known as readiness to serve charge, designed to collect revenues to cover some operating and maintenance expenses. This fee is billed to all active accounts and does not include the monthly consumption commodity charges. The water commodity charges are based upon metered water consumption. Water used via temporary meter or jumper meter during construction will be billed at the lowest tier rate structure. Inside Rate refers to consumption rates for meters located inside the city limits of Cocoa; whereas, the Outside Rate refers to consumption rates for meters located outside the city limits of Cocoa. See section *Calculating Consumption* for details. Additional information can be found in the City of Cocoa's Code of Ordinances Chapter 22 – Water and Sewers.

Sewer Service and Consumption Charges **–** The monthly base fee for sewer service is assessed by meter size and is also known as readiness to serve charge designed to collect revenues to cover some operating and maintenance expenses. This fee is billed to all active accounts and does not include the monthly consumption commodity charges. The sewer commodity charges are based upon metered water consumption. Inside Rate refers to Inside the city limits of Cocoa; whereas, the Outside Rate refers to outside the city limits of Cocoa. See section *Calculating Consumption* for details. Additional information can be found in the City of Cocoa's Code of Ordinances Chapter 22 – Water and Sewers.

Public Fire Protection Fee **–** The City charges monthly for public fire protection often called a "hydrant charge" to cover the installation and maintenance of fire hydrants.

Incorporated areas – an "inside city' charge per hydrant, per month, is billed to the respective municipality where the hydrant is located.

Unincorporated areas – an "outside city" charge is assessed to every active water meter/account.

Additional information can be found in the City of Cocoa's Code of Ordinances Chapter 22 – Water and Sewers.

Private Fire Protection Fee – The City charges monthly for metered and unmetered fire sprinkler connections (fire line) to the potable water system and are based upon the connection size and takes into account the amount of water system capacity required for fire suppression. The charge includes annual testing of fire line backflow prevention assembly. All private fire line accounts shall be billed to and remain active in the name of the property owner. It is the responsibility of the property owner to contact the City of Cocoa upon any changes in property ownership so that the billing may be reflective of the same. Additional information can be found in the City of Cocoa's Code of Ordinances Chapter 22 – Water and Sewers.

Reclaimed Water Service – Reclaimed water is wastewater that has been treated and transformed into a product that is clean, clear, and odorless. It is not suitable for drinking; however, it is for irrigation and is a major component of the city's water conservation program where available. The monthly base fee for reclaimed water service is assessed by meter size and is also known as the readiness to serve charge designated to collect revenues to cover some operating and maintenance expenses. The reclaimed water commodity charges are based upon metered reclaimed water consumption. Additional information can be found in the City of Cocoa's Code of Ordinances Chapter 22 – Water and Sewers.

Solid Waste Collection Service – The City charges monthly for residential and commercial collection and disposal of bulk trash, refuse, vegetative waste, recyclable materials, white goods, and construction and demolition debris from residents, business, and other entities within the municipal boundaries of the City of Cocoa. All active, residential water accounts must have solid waste, recycling, and green waste collection billed on the account. All active, multi-family master metered accounts are considered commercial service. All commercial water accounts must have solid waste services billed; however, recycling and green waste services are elective by the customer. Senior citizens (over 62) and disabled citizens may be eligible for discounted residential garbage service. Eligibility criteria can be found on the Residential Garbage Discount Application. A completed application and any supporting documentation must be provided to the Customer Service Division for consideration of discount. Additional information can be found in the City of Cocoa's Code of Ordinances Chapter 9 – Health and Sanitation.

Solid Waste Collection Franchise Fee – The City has granted a Contractor the exclusive right, privilege, or franchise to collect and transport for disposal solid waste within the service area. This franchise fee is considered a payment to the City, for an amount permitted by law, in exchange for the rights and privileges granted under the agreement and is passed along to the customer and remitted directly to the City. Additional information can be found in the City of Cocoa's Code of Ordinances Chapter 9 – Health and Sanitation.

Backflow Prevention Assembly Testing & Maintenance Charge – Billed monthly on all commercial or master metered multi-family dwelling accounts for the testing and maintenance of backflows.

Grease Trap – The City charges monthly for a device that separates and retains waterborne greases and grease complexes prior to the wastewater exiting the trap and entering the sanitary sewer collection and treatment system. These devices also serve to collect solids, generated by and from food preparation activities, prior to the water exiting the trap and entering the sanitary sewer collection and treatment system. Additional information can be found in the City of Cocoa's Code of Ordinances Chapter 22 – Water and Sewers.

Public Service Tax – This tax is levied on City of Cocoa water service accounts on the total water charge for service including fixed and consumption-based charges. Additional information can be found in the City of Cocoa's Code of Ordinances Chapter 19 – Taxation. In addition, other municipalities may enact a public service tax on Cocoa water service.

H. Utility Administrative Fees & Charges

Service Initiation Fee **-** A service initiation fee, as set forth in the current Schedule of Rates, Fees, and Charges (Schedule B), will be charged for establishing, re-activating or, transferring of an account, the processing of every Request for Service Application to include, turning on the meter, turning off the meter during termination, etc. This fee may not apply in certain instances where transfer of ownership of an account takes place (i.e. estate accounts, deceased account holder, name change).

The standard service initiation fee will be the default fee for every application processed as this fee offers next available business day service. The same-day service initiation fee will be available upon request and only if the City is capable of offering same-day service for an additional fee. Each application processed shall include only one service initiation fee.

Deposits **–** The City requires water and sewer deposits for any applicant wishing to establish service at any location, except as specified. See section *Application of Deposit and Exemption Criteria*. In some cases, the City may require an increased at-risk deposit after certain conditions occur that increase the potential for risk of loss. See section *Deposits* for details. Utility accounts will be audited periodically and will be assessed adequate deposits when required.

Convenience Fee **-** Due to processing charges by the City's third-party payment processor a convenience fee will apply when paying utility bills online, over the phone, at the kiosk, and in person when paying by credit/debit card or e-check.

Late Fee **-** A late fee, as set forth in the current schedule of rates, fees, and charges, will be applied to any utility account whose current bill is not paid in full by the due date. This includes accounts where only a partial payment has been received during the month. This fee may also be applied to any account whose payment arrangement has defaulted or is delinquent. The late fee will be applied to applicable accounts at the close of business on the due date. Payments received after this time, whether in person, by mail, or in the drop-box will still be deemed past due.

Late Fee Exemption **–** An exemption of imposed late fees for eligible customers, as set forth in the current schedule of rates, fees, and charges, will be applied to any qualifying residential account upon application. See section *Discounts and Exemptions* for details.

City of Cocoa Garbage Discount **-** A discount on garbage service for eligible customers inside the City of Cocoa, as set forth in the current Schedule of Rates, Fees, and Charges (Schedule B), will be applied to any qualifying residential account upon application. See section *Discounts and Exemptions* for details.

Returned Payment Fee **-** A returned payment fee shall be applied to the utility account for the processing of any returned payment. See section *Payment Options and Application of Payments* for details.

Collections Processing Fee **-** This fee is billed to the account holder to recover the actual amount paid by the City to a third-party vendor for account debt collection efforts. See section *Utility Debt Collection* for details.

Utility Lien Recording Fee **-** This fee is billed to the property owner for the preparation of filing a utility lien or the release of a utility lien, and to recover the amount paid by the City to Brevard County to record legal documents. See section *Utility Debt Collection* for details.

Utility Lien Search Fee **-** This fee is billed to the requestor for the search of a utility lien and payable to the City of Cocoa's lien search vendor, Orange Lien Data. See section *Utility Debt Collection* for details.

Utility Billing Service Charge – This fee is billed and collected for certain utility services on behalf of other entities in accordance with interlocal agreements. The fee is determined by the cost of billing other municipality and agency service(s) on the regional utility bill and adjusted annually by the consumer price index – all urban consumers. This fee is collected by the City and remitted back to the entity that billed it to offset their contractual billing fees paid to the City.

High Consumption Credit Application Processing Fee – This fee is billed and collected for processing a High Consumption Water Credit Application if an adjustment is granted. If an adjustment does not meet the eligibility requirements, the fee is not charged. See section *Utility Billing Adjustments* for details.

Delinquency Processing and Application of Fee -

A delinquency processing fee for non-payment, as set forth in the current Schedule of Rates, Fees, and Charges (Schedule B), shall be applied to all accounts processed with delinquent balances as of 4:30 p.m. on the delinquency processing date, **regardless if the service is physically disconnected,** and the account shall be subject to interruption of services per Florida Statute 159.18. This includes accounts where only a partial payment has been received during the month, or a payment was returned. See section *Payment Options and Application of Payments* for details. This fee may also be applied, immediately, to any account whose approved payment arrangement has defaulted. See section *Customer's Rights* for details. The delinquency processing fee covers both administrative and field service costs to prepare, process and collect the delinquent account and shall be billed on the next utility bill.

***Delinquency Processing*:** Reasonable efforts shall be made by the City to inform the occupants of delinquency processing and subsequent service interruption as a courtesy. Such efforts may include delinquency notices, phone call, e-mail, text message, door hanger, or, as notated on the monthly utility bill. These efforts are considered a courtesy to the customer. Failure to receive any notification will not avoid the necessity of payment and will not delay or avoid interruption of service.

Delinquency Notices are automatically generated for each delinquent bill as a courtesy reminder to all account holders with outstanding balances not paid within forty-five (45) days of the date of the original bill, including weekends, holidays, and City closures. Delinquency Notices are mailed to account holders and can be viewed or downloaded online by registering the utility account through the online bill pay portal at https://cocoafl.firstbilling.com Delinquency Notices can also be sent to property owners of rental properties if a request is made to Customer Service. Delinquency Notices carry a delinquency processing date that is seven (7) days from the date the notice was issued including weekends, holidays, and City closures. **Full payment of the delinquent balance must be received by the City and be applied to the utility account by 4:30 p.m. on the delinquency processing date provided on the Delinquency Notice to avoid interruption of service and any penalty or processing fees.** It is not recommended to utilize the drop box or kiosk for delivery of your payment on the delinquency processing date, as all payments made after 7:30 a.m. shall be received and post to the account the following business day. See section *Payment Options and Application of Payments* for details.

Absent a payment of the full delinquent balance or absent an approved payment arrangement, at 4:30 p.m. on the delinquency processing date the account shall proceed with automated delinquency processing through the following, regardless if service is physically disconnected:

- The account holder shall forfeit any rights prior to the discontinuance of service. See section *Customer's Rights* for details.
- The delinquency processing fee and any applicable deposits shall be billed to the account and appear on the next utility bill. See section *Future Deposits* for details.
- A work order to interrupt service shall automatically generate on any date/time after the delinquency processing date at the City's sole discretion and dispatched to the field for completion.
- The outstanding account balance (current charges plus previous charges and penalties, to include any additional past due balances owed by the account holder) must be paid in full before service shall be restored per Florida Statute Chapter 159.18 and City of Cocoa Ordinance Code.

Payment for only the delinquent balance received or processed after 4:30 p.m. on the delinquency processing date will not avoid an interruption of service, nor will it constitute the necessity of reconnection of service. The outstanding account balance (current charges plus previous charges and penalties) must be paid in full before service shall be restored per Florida Statute Chapter 159.18 and City of Cocoa Ordinance Code. Service reconnection may not be guaranteed the same day. The account holder must request service reconnection by contacting Utility Customer Service during normal business hours once full payment of outstanding account balance is made. Service reconnection outside normal business hours is prohibited. See section *After Hours Service Call Fee* for details.

Regular billing will follow a Delinquency Notice but will not cancel or extend this delinquency processing date. Failure to make immediate payment on the account may result in subsequent Delinquency Notices generated as additional bills become delinquent. Any subsequent late notice provided with new delinquency processing dates will not supersede or replace the date on the oldest unpaid Delinquency Notice and additional delinquency processing fees may continue to accrue until or unless the full delinquency amount on the account is paid, regardless if the service is physically disconnected.

The City reserves the right to immediately disconnect, lock off, remove, and/or terminate the utility service without notification to the account holder upon any returned payment originally presented to the City to prevent or restore services from delinquency processing, or, to pay off a collection debt or lien, waiving the 10-day grace period. See sections *Payment Options and Application of Payments and Involuntary Discontinuance of Service* for details.

All accounts in a delinquent status and remaining disconnected from service for two (2) consecutive billing cycles may be processed for involuntary discontinuance of service and terminated. See section *Involuntary Discontinuance of Service* for details.

For non-property owner accounts in a delinquent status where service has been self-restored and is unauthorized, a tampering fee and a lock fee, as set forth in the current Schedule of Rates, Fees, and Charges (Schedule B), will be applied and the account will immediately be processed for involuntary discontinuance of service. See sections *Tampering and Theft of Service* and *Involuntary Discontinuance of Service* for details.

For property owner accounts in a delinquent status where service has been self-restored and there is unauthorized consumption, a tampering fee and a lock fee, as set forth in the current Schedule of Rates, Fees, and Charges (Schedule B), will be applied to the account. See section *Tampering and Theft of Service* for details.

Any account holder who does not already have a deposit on account and whose service is processed for non-payment or involuntarily terminated will be required to pay a deposit and maintain good credit, regardless if they were previously exempted. A customer having multiple active accounts will be subject to deposits billed on all accounts if good credit is not maintained on each account. See section *Deposits* for details.

I. Utility Tampering and Theft of Service Fees & Charges

In accordance with the City of Cocoa Code of Ordinances and Florida Statute Chapter 812.14, it shall be unlawful to willfully alter or tamper with a utility meter, pipe, hydrant, meter seal, meter assembly, fire line, bypass meter, or knowingly allow damage to a meter or other property belonging to the City of Cocoa in such a manner as to cause loss or damage or to prevent any meter installed from registering the quantity of water which would otherwise pass through. Any person may not, knowingly or unknowingly, use water passing through any meter connected with or belonging to the City of Cocoa, after the meter has been altered or tampered with, or cause the City of Cocoa, without

its consent, to supply any unauthorized water service to any person, firm, or corporation without reporting the service for payment. The City of Cocoa reserves the right to prosecute all cases of tampering, utility theft and fraud to the fullest extent of the law.

If tampering or an illegal connection occurs when an account is active, services may be involuntarily discontinued immediately until such fee, including any outstanding balance on the account, is paid in full. See section *Involuntary Discontinuance of Service* for details.

If tampering or an illegal connection occurs when an account is not active, including immediately following involuntary discontinuance of service, the owner of the property shall be fined a penalty and held liable for such tampering and/or illegal connection. In addition to penalty, the property owner will be charged for the amount of any losses or damages sustained for each incident. Absent an active account, one will be established to bill such charges. See sections *Revert to Property Owner* and *Unauthorized Consumption on Inactive Location* for details.

If tampering or an illegal connection occurs to an unmetered hydrant, fire line, bypass meter, or City side service connection, the illegal connection will be removed. The person and/or the representing company, at the City's discretion, will be charged an illegal connection fee and all applicable charges as specified in this policy.

If during new construction if any developer and/or contractor removes, relocates, or reinstalls a meter at another location, the account holder will be assessed an illegal connection fee for each occurrence of meter removal from the original location and reinstallation at a new location. Meters are serialized and billed to the address on record where installed by City staff; the action of moving meters by developers and their contractors to prevent delays in construction causes the subsequent new home owner to be billed the wrong consumption amount unfairly. The developer/contractor may also be assessed other penalties and charges for materials and the labor to identify and correct the relocation of the meters. The City of Cocoa reserves the right to prosecute all cases of tampering, utility theft and fraud to the fullest extent of the law.

Plug Fee – The City, at its discretion, may choose to immediately plug the line on any meter where service is disconnected to protect its water asset from unauthorized use or to prevent continued excessive water loss. The plug's intended use is to reduce the City's risk of water theft and subsequent loss of revenue from unauthorized use of service by any person.

Lock Fee – The City, at its discretion, may choose to immediately place a lock on any meter ~~where service is disconnected~~ to protect its water asset from unauthorized use or to prevent continued excessive water loss such as a failed attempt to repair a leak. The lock's intended use is to reduce the City's risk of water theft and subsequent loss of revenue from unauthorized use of service by any person. The lock is not intended to remove the property owner's responsibility to protect their water and sewer piping/utility system and any subsequent theft of metered water. See section *Account Holder Responsibility for Piping* for details.

Tampering Fee - When there is evidence of meter, fire line, line, lock, apparatus, meter assembly, etc. tampering, unauthorized self-restored services, or any unauthorized use of water or sewer service, a penalty, as set forth in the current Schedule of Rates, Fees, and Charges (Schedule B), will be applied to the person responsible for service at that particular location. If the account holder is a non-property owner, the account will immediately be processed for involuntary discontinuance of service and any subsequent tampering and theft of service due to unauthorized use of service will be billed to the property owner. Tamper fees shall be billed at increased increments as noted in the fee structure for each occurrence or incident; however, when the account is paid and service is authorized the tamper fee penalty will reset to the first tier rate. See section *Involuntary Discontinuance of Service* for details.

Meter Removal Charge – When there is evidence of two (2) or more successive tampering or, theft of service incidents causing unauthorized water usage, a meter removal fee will be billed to the property owner's account where the meter was removed as set forth in the current Schedule of Rates, Fees, and Charges (Schedule B).

Illegal Connection Fee – When it is discovered the meter has been by-passed, relocated, or absent from the intended location, or there is evidence of a non-metered connection, a penalty, as set forth in the current Schedule of Rates, Fees, and Charges (Schedule B), will be applied to the applicable account where the illegal connection was discovered and/or removed.





Section 7 – Utility Billing for Service

A. Monthly Utility Bill

Account holders will receive a monthly utility bill for services rendered. The bill can be presented on paper and mailed through the United States Post Office, or it can be presented electronic through e-billing, but not both. To subscribe for e-billing the account holder can visit https://cocoafl.firstbilling.com

Copies of current and historical bills and delinquency notices can be obtained by registering the account at https://cocoafl.firstbilling.com.

B. Failure to Receive Utility Bill

Once a paper utility bill has been placed in the mail or dropped off at the US Post Office or, an e-bill is sent to the various internet service providers, the City is no longer responsible for that utility bill. It is the responsibility of the account holder to ensure that all information on the account, including telephone numbers, mailing address and e-mail address is accurate and current Payment for that utility bill is due to the City even if the account holder does not receive it in the mail or through e-billing e-mail. All account holders who receive utility service with the City, regardless of receiving a bill, are required to remit payment for services received. Failure to receive a utility bill does not exclude any account from penalty or disconnection.

C. Billing Cycle

Account holders are billed on a cyclical basis twelve times per year at approximately monthly intervals. The length of a billing cycle shall often vary month to month depending on variables that influence the ability to read the meter on the same day each month. The service period dates are determined by the date the meter was read the previous month to the date the meter is read the current month.

The initial and final utility bill for a new account holder will be prorated based on the number of days the account is active in the billing cycle and will include charges for all consumption billed at the applicable rate.

Bills are due 20 (twenty) days from the date of issuance. Failure to receive a bill will not avoid the necessity of payment. The bill is past due if payment is not received and posted to the account by the close of business on the due date. Due dates are not adjustable. Should the bill not be paid in time a late fee shall be assessed and billed on the next billing cycle.

The bill is considered past-due if payment is not received and applied to the account on the forty-fifth (45th) day from the billing date of issuance. A courtesy delinquency notice may be mailed, providing the account holder seven (7) additional days to remit immediate payment, for a total of fifty-two (52) days including weekends, holidays, and City closures. Delinquent accounts shall be scheduled for interruption of service as early as the fifty-second (52nd) day and subject to penalties if full payment is not received and posted to the account by the close of business. on the 52nd day from the billing date of the oldest, delinquent bill.

The account balance must be paid in full before service is reconnected. No second notice will be mailed for disconnection due to non-payment.

The City may attempt a call using an automated notification system to a phone number listed on the account alerting the customer to the upcoming disconnection. It is the responsibility of the account holder to ensure that all information on the account, including telephone number and e-mail address, is accurate and current.

D. Meter Reading

Every meter is read once a month unless conditions prevent an actual reading from being obtained and require the bill to be estimated. The bill shall reflect if it has been estimated. Some meters are read by visually inspecting them while others are read through radio frequency. All locations containing a meter will be read on a monthly basis regardless of the status of an account. Staff conducting meter readings will note any meter where readings are questionable or meters that appear to have stopped working. The account holder should maintain the area of the meter box serving the property in a manner that keeps it unobstructed by shrubs, grass, weeds, mulch, dirt, or other similar materials. Similarly, vehicles may not be parked over the water meter. The City of Cocoa will take all measures



necessary to ensure reading of the meter including towing of vehicles. If a failure to retrieve a reading is due to account holder (or their agent) obstruction or due to damage caused by an account holder (or agent), notice will be given to the account holder. If the account holder or agent fails to comply with the notice, a meter access fee will be applied to the account and any costs incurred shall be invoiced and applied to the account holder's account. Meters may not be read the same day each month. The actual date the meter was read for a particular account are shown at the top of each monthly utility bill under the service period.

E. Estimated Billing

The City continually strives to read every meter in the utility system every month. Occasionally, conditions exist that make it difficult to read a meter such as inclement weather, meter maintenance, condensation, flooded meter box, meter accessibility, etc. The City will make a reasonable attempt to secure an exact reading; however, it may be necessary for the City to estimate the water and sewer consumption for the month, using the account holder's monthly average. Any account that has been estimated will reflect such on the utility bill under the current reading column with the designation "**EST**" and the estimated read. Account holders with estimated bills are encouraged to obtain and send a correct reading to Customer Service at 321-433-8400 or customerservice@cocoafl.gov. Once an exact reading is obtained, either by the account holder or City staff, on the next monthly utility bill the consumption will be corrected to reflect actual consumption from the previous reading and include any billing adjustments, if necessary.

F. Calculating Consumption

The monthly base fees for water, sewer, and reclaimed water are assessed by meter size and are also known as readiness to serve charges, designed to collect revenues to cover some operating and maintenance expenses. These fees are billed to all active accounts and do not include the monthly consumption commodity charges.

The water commodity charges are based upon metered water consumption. The previous meter reading is subtracted from the current meter reading to determine the actual water consumption within the billing cycle. These charges are billed to the account holder rounding down to the thousands position within the meter reading and are billed on a per thousand-gallon basis. Sewer charges are billed equal to the amount of metered water use and may include a cap. The City has a tiered conservation rate structure designed to compel the water customer to implement cost effective water conservation measures and practices. A large portion of the charges, using tiers 2, 3, and 4, are based on the quantity of water the customer consumes, while balance is achieved in the City recovering its fixed costs when billed at the lowest, first tier.

If a meter is removed and a new meter is installed between billing cycles, the combined consumption recorded on both the old and new meters will be billed on the next regular billing cycle.

G. Deposits

Billed Deposits – The City requires water and sewer deposits for any applicant wishing to establish service at any location, including new meter install requests, transfer of service, bankruptcy account update, accounts processed for non-payment, and accounts billed for unauthorized consumption, except as specified in section *Application of Deposit and Exemption Criteria.* Deposits may be collected at the time of service request or, billed on the account holder's first bill, with the exception of requestors who have prior utility debt or for accounts that require At-Risk Deposits; the applicant shall pay the deposit in cash prior to the connection or re-connection of service.

Commercial deposits will be reviewed and updated as utility accounts are audited. The calculation of a deposit may include 6-month historical consumption at same location, or account holder's previous location. If historical data is not available, the minimum deposit amount for the meter size will be billed and the deposit may be re-calculated and billed after data becomes available. During deposit review if the calculation results in a credit adjustment, the amount will remain on the account to apply to future bills. A refund check will not be issued for the difference.

Cancellation of automatic debit for utility bill payment, for any reason, may result in deposits being billed to the account.

Interest on any deposit held on an active billed account is credited to customer accounts annually. The interest rate is annually calculated by the bank's earned interest percentage and updated, if applicable, at the beginning of each fiscal year.

At-Risk Deposits - Any applicant with prior debt, or, any of the following circumstances shall pay the at-risk deposit amount prior to the connection or re-connection of service:

- where the account was involuntarily discontinued from utility service
- has filed bankruptcy in the past 12 months
- has a payment returned for service restoration after non-payment processing
- is applying for a temporary connection
- has had a meter removed/plugged/locked, has tampered with or, had an illegal connection
- has their commercial solid waste container removed/locked due to non-payment
- is attempting to activate service after an account has been sent to collections

Refunds of Deposits - Residential accounts shall have their deposits refunded to the account after twelve (12) consecutive months of good credit, or until services are requested for disconnection, or involuntarily terminated by the City, or until the account holder completes an Automatic Debit (ACH) Agreement and maintains twelve (12) successful and continuous, automatic bank draft. Good credit is defined as not having been disconnected for non-payment, or not having had two or more returned payments within 12 consecutive months, or not having had two or more delinquency notices within 12 consecutive months, or not having any account be sent thorough debt collection (i.e. collections, lien, etc.). Active accounts where a credit balance results from a deposit(s) refund, the credit will remain on the account to apply to future bills.

Commercial accounts, multi-unit residential dwelling accounts and at-risk solid waste only accounts, utility deposits will remain on the account until services are requested for disconnection and/or involuntarily terminated by the City.

When services are requested for disconnection or are terminated by the City, any deposit on account will be applied to any balance due, including the final bill, and/or transferred to any active account for the same account holder prior to deposits being refunded. Account refund checks will be issued for refunds $1.00 or more to the same name as the account holder and mailed to the last known address unless another address is provided. Any refunds less than $1.00 will not be issued.

Transfer of Deposits - Residential deposits held in the same name of the account's contracting party are transferrable from one service location to another service location as long as there is no outstanding debt. Fourteen (14) days shall be provided to the contacting party where service will be connected at both locations upon which the deposit will be transferred to the new service location and the previous service location will be terminated.

~~Commercial deposits included in the sale of the property are transferrable from the current account holder to the new account holder upon receipt of a notarized letter, or notarized~~ Relinquishing Deposits Authorization ~~from the original depositor, or a copy of the recorded property bill of sale showing inclusion of the deposit in the terms and conditions.~~

Future Deposits - Any account holder who does not already have a deposit on the account, whose service is processed for non-payment, has two or more returned payments within 12 consecutive months, has two or more delinquency notices issued within 12 consecutive months, or whose automatic debit is prematurely cancelled will be required to pay a deposit and maintain good credit as defined in the above paragraphs, regardless if they were previously exempt. A customer having multiple active accounts will be subject to deposits billed on all of the accounts if good credit is not maintained on any one of the accounts or combination of accounts (as in the case of two returned payments). Alternatively, the account holder can avoid paying these deposits by completing an Automatic Debit (ACH) Agreement and maintain successful and continuous, automatic bank draft for twelve (12) consecutive months.

H. Payment Options and Application of Payments

The City of Cocoa accepts cash (excessive amounts of coin must be in rolled form), checks (personal, certified, and e-check), money orders, electronic bank payments, and VISA, Mastercard, Discover, or AMEX credit card payments. Unpaid accounts are subject to delinquency processing and late fees until payment is received by the City and posted

to the utility account. Any person can voluntarily make a payment on any account for which they are not the account holder of. Any payment presented to the City by any person for any outstanding receivable, service or fee on an account shall not be voluntarily returned by the City. No cash change will be given for checks written for an amount greater than the account balance; any overpayment will be credited to the account holder's account. Payments will be processed and deposited when received. The account holder may request a refund on any credit balance if credit balance is due to scrivener error; however, if the account holder routinely and continuously overpays on the account the credit balance will not be refunded until the account is terminated or the credit balance is exhausted. Accounts with engineering pre-paid services or deposits, resulting in idle credit balances due to customer requirements not being fulfilled, will be refunded after three (3) years of inactivity and/or as deemed by the Utility Director and/or designee. A refund could take up to 4 weeks to process once any payments have cleared our bank. Due to processing charges, individual credit card transactions cannot exceed $15,000 per transaction; however, a customer can make multiple transaction payments in a day. A Convenience Fee will apply when paying a utility bill online, over the phone, and in person in the lobby or at the kiosk when paying by credit/debit card or e-check. Payments processed after 1:00 PM will post to the account next business day See section *Utility Administrative Fees & Charges* for more details.

Payment by Mail: Check and money order payments can be mailed to City of Cocoa | P.O. Box 1270 | Cocoa, FL 32923-1270. A lockbox provider processes the City's payments each business day as they are received. Please remit payment with the payment stub in the envelope provided in the monthly utility bill. Please do not mail payments to Cocoa City Hall directly as mailed payments will be forwarded to the lockbox provider for processing, resulting in an additional delay in payment being applied to the account. The only payments processed at City Hall are those made through the drop-box, at the kiosk, or in person.

Payment by Phone*:* An automated, Interactive Voice Response (IVR) system is available 24 hours a day, 7 days a week to accept utility payments by calling 321-433-8400. If a customer prefers to speak to a live agent, they can call the online bill pay provider at 1-855-270-3592 during business hours and a payment agent will take the payment over the phone. A convenience fee will apply when paying by credit/debit card or e-check.

Payment in Person*:* Utility Customers may come into Cocoa City Hall located at 65 Stone Street in Cocoa Monday through Friday during regular business hours (excluding City closures). A convenience fee will apply if paying by credit/debit card.

Payment Online through City of Cocoa's Bill-Pay Portal*:* An online utility billing portal is available for convenient and quick access to utility billing information and payments through the online bill pay service provider, First Billing Services (Paya), by credit/debit or e-check. Comprehensive, current account information, billing history, and payment history is also available online, to include downloading copies of utility bills, making a credit/debit card or e-check payment, and setting up auto-pay or e-billing. Customers can access the online payment portal at https://cocoafl.firstbilling.com. A convenience fee will apply when paying by credit/debit card or e-check.

Payment Online through Your Bank's Bill-Pay*:* Most financial institutions offer online bill-pay to send payments for you; however, several financial institutions do not send the payment electronically. Rather, some financial institutions print a paper check and remit the payment through the mail *after* the funds are deducted from the bank account, resulting in a delay of payment processing. To avoid adding further delay or a late penalty, please ensure the bank's bill-pay profile includes the correct utility account number and the mailing address for the City's lockbox payment processing center at City of Cocoa | P.O. Box 1270 | Cocoa, FL 32923-1270. If utility service is transferred to a new location, please update the bill-pay profile with the new account number. Schedule bill-pay to allow enough time for the bank to prepare and send the payment as well as the City's lockbox provider to process it before the due date. Payments are applied to utility accounts when they are received, not when they are withdrawn from your bank account.

Payment Drop-Box*:* A drop-box, available 24 hours a day, is located on the south side entrance of Cocoa City Hall for check and money order payments only. No cash payments shall be placed in the drop-box. Any payments placed in the drop-box after 7:30 a.m. will be posted the next business day, thus, penalties may be applied in accordance with this policy.



Payment Kiosk: A kiosk, available 24 hours a day, is located on the south side entrance of Cocoa City Hall for check, cash, or credit card payments. A convenience fee will apply if paying by credit card. For cash payments, the kiosk does not accept coin, or provide coin change and, paper bill change is provided in denominations of $1 or $5 bills. If for any reason funds are not available to provide change, the payment overage will be applied to the account. The kiosk will round a payment up to the next whole dollar and apply the full amount to the customer's account, in some cases applying a minimal credit balance to the account until the next bill is released. The kiosk payment will generally post to the account immediately unless there is planned or unplanned system outage, where the payments will post next business day, thus, penalties may be applied in accordance with this policy.

Automated Clearing House (ACH) Debit from Bank*:* Account holders can have their bill drafted directly from their bank account each billing cycle. Bank drafts for utility billing are processed on the 14th day after the billing date, not the bill due date shown on the monthly statement. A completed Automatic Debit (ACH) Agreement form along with a voided check is required to sign up for this service. If an account holder wishes to be removed from the bank draft process, the account holder must complete the Automatic Debit (ACH) Agreement form. If the current bank draft has already been processed, the cancellation will not be effective until the next billing cycle. An account holder having multiple utility accounts activated at different service locations under the same customer identification number and also enrolled in automatic bank draft will have the automatic bank draft applied to all accounts under the same customer identification. **It is the account holder's responsibility to inform staff that they do not wish to have it applied to all accounts under a single customer identification.**

Auto-Pay from Credit/Debit Card or E-Check*:* Account holders can have their bill drafted directly from their debit/credit card each billing cycle. To enroll with our third-party payment processor please visit the online bill pay portal at https://cocoafl.firstbilling.com. A convenience fee will apply when paying by credit/debit card or e-check. Returned debits will be handled in the same manner as returned checks. When new or replaced debit/credit cards are issued by the card issuer, often the card's expiration date, account numbers, and security code may change resulting in declined payments by the card issuer if not updated in the bill pay portal. The security tokenization process for saved payment methods used by the payment processor may expire and require deletion and re-entry of payment information. Please remember to update auto-pay with a new card or checking account information. **It is the account holder's responsibility to review and update any automated payment information.**

Partial Payments*:* In the event an account holder does not pay the total amount due on an account, City staff will post the partial payment made to the appropriate account. The account balance due must be paid in full to avoid disconnection of service. **At no point will staff return or refuse a payment to an account, unless the refusal of payment method is otherwise described in this policy.** Partial payment of balances due on an account holder's account shall be applied to the oldest account receivable first.

Returned Payments*:* If a customer's payment is returned to the City as unpaid due to insufficient funds, closed account, incorrect account number, bank error, chargeback, or for any other reason, the City will send a letter advising the account holder of the returned payment. The customer has ten (10) days from the date of the letter to substitute the payment with cash or a money order. All penalty fees and delinquency processing procedures will apply including bank errors. Returned credit card transactions, e-checks, checks, and bank drafts will all be handled in the same manner. A returned payment fee will be applied to the account, and it is the customer's responsibility to recover the returned payment fee from his/her banking institution. If a returned payment paid the balances of multiple utility accounts of the same customer of record, a single returned payment fee will be assessed to the customer at the value of the returned payment. However, each utility account will be subject to any penalty fees should a return payment put the account in default, late, and/or delinquent status. See section *Returned Payment Fee* for details.

For any payment that is presented to the City to prevent or restore services from delinquency processing, to pay large past due balances in order to transfer service, to pay off a collection debt or lien, or to prevent or restore a meter removal and are subsequently returned for any reason, the City reserves the right to immediately disconnect, lock, remove, and/or terminate the utility service without notification to the account holder, waiving the 10-day grace period. At-risk deposits will be applied to the account and the required payment must be in the form of cash or money order to restore service. The account may also be placed in a cash only payment status for up to a 12-month period. See section *Involuntary Discontinuance of Service* for details.

Refusal to accept methods of payment*:* All checks must be made payable to the City of Cocoa. Third-party checks are not an acceptable form of payment to the City. A check that is incorrectly filled out does not reflect payment and may be returned to the customer. The City of Cocoa reserves the right to verify funds on any check presented for payment on account before or after accepting such payment. If a customer's banking institution denies the City the ability to verify funds, checks presented for payment may be denied.

The City reserves the right to refuse personal checks and/or credit cards from customers who have had two (2) or more returned payments applied to an account within a twelve (12) month period thus requiring payments to be in the form of cash or money order for a one (1) year from the date of the last payment return.

Any currency payment suspected of being counterfeit and initially accepted by the City will be noted on the payee's account as a possible counterfeit bill. If that bill is returned by the depositing bank as counterfeit (FL Statutes 831.09), a returned payment in the amount of the counterfeit currency will post to the noted account. Counterfeit bills presented to the City for payment will not be returned to the payee.

Payments made with a third-party payment processor not directly affiliated with the City of Cocoa may delay receipt of payment. Any balance due will not be considered paid until funds are received and post to the account.

It is the account holder's responsibility to make arrangements to ensure that a satisfactory payment will reach the City before the due date. All penalty fees and delinquency processing procedures will apply if a satisfactory payment is not received by the City.

I. Cash Only Accounts

Accounts will convert to a cash or money order only status upon two returned payments within twelve (12) consecutive months, any tampering/self-restoration of service absent payment after delinquency processing, upon one returned payment for service restoration for/or to prevent delinquency processing, and when any meter is locked, removed, or service line is plugged. This status shall remain in effect until the account remains in a good credit status for 12 consecutive months. If the account holder completes an Automatic Debit Agreement with the City, and, maintains successful, automatic bank draft for the life of the account, the cash only status shall be removed.

J. Account Holder Contact Information

It is the responsibility of the property owner, account holder, or authorized designee to advise the City to whom and to what address bills are to be sent (e.g. new owner or renter). **Failure to receive a bill sent by mail or e-mail will not excuse late payment or non-payment of bills.** Periodically, the City of Cocoa may request Account Holders to provide updated contact information including a valid photo ID for verification purposes. Only an account holder or authorized representative can request changes to billing information and statuses. If the account holder's identity can be verified (i.e. last 4 digits of social security or driver's license information, etc.), the account holder or authorized representative may request changes by phone. Otherwise, the account holder will be required to complete the Account Holder Contact Update form, provide a valid photo ID and submit their information electronically or in person. There is no charge for such changes. **The City reserves the right to require notarization when an account holder cannot appear in person.**

K. Transfer of Existing Account Holder to New Contracted Location

If an existing City of Cocoa account holder moves from one location serviced by the City to another location serviced by the City, consumption charges will be billed based upon actual final meter readings at the old location and initial meter readings at the new location. Account holders may transfer service from one location to another as long as there are no account balances that are past due. The remaining amount owed and any fees from a previous service may be transferred to the new account.

If the account holder has an account that is past due, the account holder will have to pay that amount before the account can be transferred. The deposit from the previous account may be transferred and an additional deposit may be required in conjunction with the regulations of this policy.

Utility account holders requesting to transfer their service from one City of Cocoa location to another must follow the application for utility services process, including payment of a service initiation fee. The account holder may also be

required to update the deposit at this time. The account holder is still responsible for any outstanding balances at the previous address. Failure to pay such balances will result in involuntary disconnection at the new address.

L. Unauthorized Consumption on Inactive Location

When utility services are provided to a location or property that does not have approved service contracted or established, whether inactive service or voluntarily/involuntary terminated service (i.e. vacant, abandoned property, construction lots, involuntarily terminated for delinquency, rental, squatters, etc.), a utility account shall be activated in the name of the property owner as reflected in the records of the Brevard County Property Appraiser for any unauthorized consumption and utility services. The City of Cocoa shall be responsible to look no further than the property appraiser's office for property owner information. The account shall be billed the higher same day service initiation fee and applicable deposits to recover the administrative expense of processing the account and any work orders or communication sent to the property owner. See section *Revert to Property Owner* for details.

Rental Property: Property owners with rental property shall be responsible for paying any rates, fees, and charges accrued for any unauthorized service supplied, metered or unmetered, to the property effective the date tenant utility services are discontinued, either voluntarily or involuntarily, in the tenant's name and/or until a prospective tenant contracts service. Any prior owner debt and outstanding account balances at any location must be paid in full before service can be connected. See section *Prior Utility Debts* for details.

M. Regional Utility Billing

The City of Cocoa is the contracted billing agent for many other services of several surrounding municipalities. Utility services for Brevard County; the Cities of Rockledge, Cape Canaveral, Titusville and Cocoa Beach; the residential entities Sun Lake and Colony Park are also billed on the Cocoa regional utility bill. The service description on the utility bill clarifies which municipality or entity the service is being provided by and billed for. Payments for these services are collected by the City of Cocoa through the payment of the utility bill. The revenue collected for the services that are contracted for billing, is then reconciled and remitted to the respective municipality or entity each month. For more information on these services and their rates or fees please contact the respective service provider.

Section 8 – Discontinuing Utility Service

A. Termination of Service

Requesting Discontinuance of Service*:* Any account holder requesting discontinuance of service must complete a Termination of Service request form and provide a copy of government issued ID. Due to privacy issues, the account holder or authorized party must be the one to request the termination of service. Failure to request termination of service or an account at a property, regardless if an account has been established at another property, does not release the responsibility of the account holder of any balance due. Property Owners requesting to terminate utility service at any rental dwelling shall be required to complete a Termination of Service form or, a Property Owner Request to Terminate Utility Service form and provide photo ID prior to the termination of service.

In the event that the account holder has become incapacitated or deceased, legal documentation must be provided that the person requesting termination of service is an authorized representative of the account holder. See section *Estate Account and Deceased Account Holder* for details.

Disconnection Scheduling*:* Under normal conditions, disconnection from the City's utility system will be fulfilled the next available business day. During periods of a high volume of requests work will be scheduled at the next availability.

Closing of a Utility Account*:* Within 15 days after termination of utility service, the account will be closed. All charges, fees and credits (including deposits, refunds, and adjustments) are then applied against the amounts owed the City.

Final Bill*:* An account holder's final bill will be mailed in a timely manner to encourage collection and customer understanding. The final bill will include all consumption used up to the time of service disconnection and any other charges or amounts due. Any balance owed to the City will remain due until paid. All legal means of collection for a delinquent account in arrears will be taken.

Credit Balance*:* A credit refund will be applied to a closed account with a credit balance after final billing. Any credit refund shall first be transferred to another account the account holder is financially responsible for, or a new account where service was recently transferred to. After application of either of the aforementioned, a check for the remaining credit will be issued to the account holder and sent to the last known address on record if the credit balance is greater than $1.00. If the credit balance is less than or equal to $1.00 the amount will be written off and no refund will be provided. Any overpayment, made from the kiosk or otherwise, that provided for a credit balance less than the average monthly bill will not be refunded, rather, it will be applied to the next monthly bill. Refund checks will only be issued in the name of the account holder.

B. Revert to Property Owner

Upon any discontinuance of service, voluntarily or involuntarily, by any tenant or occupant other than the property owner, the utility billing reverts back to the property owner as the account holder. The account will remain inactive until or unless the property owner or prospective tenant contracts for service, or until there is unauthorized consumption at the location. See *sections Unauthorized Consumption on Inactive Location* and *Tampering and Theft of Service Fees and Charges* for details.

C. Customer's Rights

Appeals Process for Disputed Bills*:* If an account holder believes the City has made an error in calculating a utility bill, or otherwise disputes the obligation to pay the bill, the account holder or the account holder's authorized representative may discuss the matter with a Customer Service Representative. When disputing a bill, the customer shall:

- First contact the Customer Service office for clarification.
- If the customer, after contacting a Customer Service Representative, still disputes the bill, the customer has the right to appeal to the Senior Customer Service Representative.
- If the customer, after contacting the Senior Customer Service Representative, still disputes the bill, the customer has the right to appeal to the Customer Service Supervisor.
- If the customer, after contacting the Customer Service Supervisor, still disputes the bill, the customer has the right to file a written appeal to the Utility Customer Service Manager. This appeal should include the reason for the dispute and any evidence proving the inaccuracy of the bill.
- ~~If the customer, after contacting the Utility Customer Service Manager, still disputes the bill, the customer has the right to file a written appeal to the Deputy Finance Director. This appeal should include the reason for the dispute and any evidence proving the inaccuracy of the bill.~~
- If the customer, after contacting the Utility Customer Service Manager ~~Deputy Finance Director~~, still disputes the bill, the customer has the right to file a written appeal to the Deputy Finance Director or Finance Director. The Deputy Finance Director or the Finance Director may defer to the Utilities Director for guidance involving technical specifications regarding the utility system, if necessary. This appeal should include the reason for the dispute and any evidence proving the inaccuracy of the bill.
- If the customer, after contacting the Finance Director, still disputes the bill, the customer has the right to file a written appeal to the City Manager. This appeal should include the reason for the dispute and any evidence proving the inaccuracy of the bill. The City Manager and/or the Assistant City Manager will review the appeal and send a written reply within a reasonable amount of time ~~to the address shown in the utility billing system~~, noting the decision regarding the appeal and any substantiation for the decision and direction on any further course of action that the customer may take.
- The account of any disapproved appeal shall be assessed penalty, if due, at the time the appeal process is closed.
- The City shall be entitled to recover court costs, and where permitted by law, reasonable attorney's fees, incurred in any dispute that results in legal action.

Extensions & Payment Plan Agreements*:* An account holder may be eligible for one extension and one payment plan per 12-month period. A payment plan or extension may be granted on a new account for deposit amounts at



the discretion of management. Past due bills, prior debt that was sent to collections, accounts with a property lien, or any amount in a write-off status are not eligible for a payment plan agreement.

In order to receive an extension, the account holder must ~~appear in person to~~ contact the Customer Service Division for eligibility and to verify identification. ~~, provide identification, and sign a Utility Bill Extension Agreement form~~. A payment extension may be granted for up to a two-week period; however, due to unforeseen and unusual circumstances, management may grant more than one payment extension per year and/or for a longer term. If identity cannot be verified, the account holder must appear in person with identification to request an extension.

In order to receive a payment plan, the account holder must appear in person to the Customer Service Division, provide identification, and sign a Utility Bill Payment Plan Agreement. A payment plan may be granted for up to a six-month period; however, due to unforeseen and unusual circumstances, management may grant more than one payment plan per year and/or for a longer term. The extended amount shall be paid along with the current amount billed and is due each month. If the payment plan agreement is not adhered to, the account holder may be placed on a list for immediate service disconnection. The account holder will receive auto-generated delinquency notices for the full account balance for the duration of the agreement.

Extensions or payment plan agreements are not automatic; they are a privilege and will be granted only with proof of extreme hardship and after review of account and payment history. No extensions or payment plans will be approved on or after the date of service disconnection for non-payment; exceptions may be considered by management but are not guaranteed. Failing to honor a payment plan agreement or extension, or, if tampering, an illegal connection, or self-restoration without payment has occurred will prohibit the account holder from receiving further payment arrangements and may place the account holder in a cash only status.

Misapplied payments: On rare occasion, financial institutions may process a check or electronic payment incorrectly leaving a discrepancy between the customer's utility account and bank statement. If a customer believes the payment amount applied to the account balance is incorrect, the customer must provide the City with a copy of the front and back of the cancelled check, credit card statement, or a cash receipt showing the amount the customer believes to be correct. A payment extension may be granted if time is needed to produce the document and a billing adjustment will be made upon verification.

Exceptions*:* Under special circumstances, the City may choose not to interrupt service or reconnect service as part of the delinquency processing, if the City has prior written notice from a medical facility, when the services are provided to a critically ill person or a person on life support equipment and the services are needed to preserve life. Consideration will be provided on a case-by-case basis and only if the verified current account holder or property owner provides written notice from a medical facility, executes and fulfills a written payment plan (if required), and is not processed for delinquency again. The City may request a current or updated written notice if the original submission is older than 12 months.

D. Involuntary Discontinuance of Service

The City may discontinue utility service for any one of the following reasons:

- Failure of the account holder to pay balances due for utility or commercial solid waste service as required in these policies.
- Any account in a delinquent status and remains disconnected from service for two (2) consecutive billing cycles.
- Upon discovery of tampering including unauthorized meter connection, by-passing the meter, or altering its function. The account holder is held responsible for any meter tampering. In the absence of an account holder, the owner of the property for which services are provided shall be assessed all charges and penalties.
- Failure of the account holder to permit municipal employees and its contractors' access to their meters at all reasonable hours. Locked gates, loose dogs, parking vehicles over meters, etc., are considered to be a denial of access and is grounds for discontinuance of service.
- Use of service for unlawful reasons.
- Discovery of a condition which is determined to be hazardous or unsafe.

- Violation of any of the City's other utility service policies and procedures, ordinances, or state or federal law.

The City may notify the Health Department, Code Enforcement, and other municipal offices of the termination of service.

E. Reconnections

When it becomes necessary for the City to discontinue services for any of the reasons listed in this policy, service will be restored after required documents are provided and payment of (1) all pending charges, past due and current bills due to the City, (2) any deposit as required, (3) any material and labor cost incurred by the City, according to the Schedule of Rates, Fees, and Charges (Schedule B), (4) all fees and charges required by this policy, and (5) any discovery of prior debt, is received.

Section 9 – Utility Operational Policies

A. Meter Calibration Testing

Account holders may request that the City test their water meter for accuracy at the rate set forth in the Schedule of Rates, Fees, and Charges (Schedule B). This request must come from the account holder in a written form by submitting a completed Consent to Verify Meter Calibration form and agreeing to the applicable meter testing fee. As soon as reasonably practical after receiving the request for meter testing, the Water Field Operations shall test the water meter for accuracy. The accuracy limits for testing are 98.5% to 101.5% as recommended by the American Water Works Association.

Should testing reveal that the meter is over-registering consumption (indicating more flow than is actually passing through it) greater than one hundred one and one-half percent (101.5%), then the account holder shall not be responsible for that portion of the bill equivalent to the percentage of error of the meter and the amount shall be adjusted from the account holder's bill for the preceding 12 months of billing, if applicable. The percentage of error is calculated by subtracting the 101.5% accuracy limit from the weighted meter test results. The meter shall be removed from service and replaced at no additional cost to the account holder and the meter testing fee refunded to the account.

Should testing reveal that the meter is under-registering (indicating less flow than is actually passing through it) less than ninety-eight and one-half percent (98.5%), then the account holder shall not be responsible for any unrecorded flow indicated by the percentage of error of the meter. The percentage of error is calculated by subtracting the weighted meter test results from the lower 98.5% accuracy limit. The meter may be removed from service and replaced at no additional cost to the account holder and the meter testing fee shall be refunded to the account. Note: the removal of the meter from service is at the discretion of the City of Cocoa as unregistered water consumption is a loss of revenue to the City of Cocoa and subsequently affects all rate payers.

If a meter test reveals accuracy equal to or within the defined accuracy limits of 98.5% to 101.5%, then the meter shall be placed back in service on the same account and the meter testing fee shall be billed to the account holder.

B. Water Quality Complaints

Concerns of the quality of water can be submitted either by phone or in writing by completing the Utility Water Customer Contact Complaint form and submitting it to the Customer Service Division by e-mail or fax. The complaint will be forwarded to the Water Quality Lab for review and response.

C. Damage to Plants and Shrubs

The City is not responsible for damage to plants and shrubs which may be dug up or cut/trimmed in the course of accessing the meter, work on the underground piping system or other apparatus located beyond an account holder's property line or within a utility easement. A reasonable effort will be made to minimize or repair any resulting damage. The account holder is responsible for ensuring that the water meter is not obstructed by plantings, mulch, grass, or any other means. If the City must, in the opinion of the Utilities Director, relocate a meter due to obstruction, the owner of the property will be charged for labor and materials to complete any necessary work.

D. Damage to City Equipment

Any damage caused by the account holder, property owner, contractor, or their agent(s) to the City's equipment or property serving an account holder shall be the responsibility of the account holder and must be reported to the City. The City shall make necessary repairs and charge the account holder for materials and labor for said repairs. Such damage includes, but is not limited to, damage from mowing, vehicles, landscaping, remodeling, during any phase of construction, or excavation.

E. Account Holder Name Change

A name can be changed on an existing account in the event of divorce, marriage, or legal name change. The account holder must complete the Account Holder Contact Update form, present supporting documentation and a valid form of government issued identification with photo; ~~validdriver's~~valid driver's license, passport, alien registration card, or

state issued photo ID (identification will be scanned into the City's records system for attachment to the applicant's account for identification purposes). In the unfortunate case of death see section *Deceased Account Holder and Estate Account* for details.

Existing accounts shall not be transferred into the name of another person that has not contracted service on the exception that the current account holder is deceased. See section *Deceased Account Holder and Estate Account* for details.

F. Deceased Account Holder and Estate Account

The City of Cocoa does not permit a utility account to remain active in a deceased person's name. Legal documents and government issued photo ID will be required for an authorized person to establish or, continue service in an estate name, deposits may apply.

Property titled with joint ownership: Upon death of an account holder who is the property owner, a surviving co-owner of the property, as filed with the Brevard County Property Appraiser's Office, must request to transfer the service into their name and complete service requirements.

Property titled with one owner: Upon death of an account holder, a surviving family member, to include personal representative of the estate, may request to transfer the account into the ownership of an estate for the decedent. The City may request legal documentation from the executor or the person responsible for administering an estate. The account will then be established in the estate's name. It is the responsibility of the executor or administrator to notify the City of any changes in account status. As a courtesy, the City of Cocoa may allow an account to remain in the name of the estate for a period up to six (6) months from the date of transfer. It is the responsibility of the executor or administrator to either terminate the account or, service must be contracted by an authorized person prior to this date to avoid service disconnection.

If the City of Cocoa receives notice or determines that an account holder (property owner) is deceased, notification of account closure will be mailed to the address on record. The letter will set forth a date, a minimum of two (2) weeks from the date of notification or a maximum of six (6) months from the date of death, whichever is greater in time, in which an application must be completed and received in accordance with this policy in order to continue services at the location of the deceased account holder.

The estate account shall terminate after six (6) months, the surviving family member or personal representative may elect to pre-pay a deposit in the amount equivalent of four (4) months of average bills to maintain an active account in the name of the estate as well as contract service as a responsible person for the account. In either case of an estate account being established, if an application has not been processed to transfer ownership of the account by the advertised time, services may be disconnected without further notice.

Rental property with tenant: If the City of Cocoa receives notice or determines that an account holder (tenant) of a rental property is deceased, notification of account termination will be sent to the service address. The letter will set forth a date, a minimum of two (2) weeks from the date of notification in which an application must be completed and received in accordance with this policy in order to continue service at the location of the deceased tenant An updated lease from the property owner will be required. Failure to provide necessary documents may result in account termination and any unauthorized consumption will be billed to the property owner. See section *Unauthorized Consumption on Inactive Location*.

G. Utility Billing Adjustments

At any time a billing adjustment is requested, the balance of the account must be paid in accordance with this policy in order to avoid penalty. If an adjustment request is approved, the adjustment will be made to the account and may show as a credit on the next regular monthly bill.

Overcharge or Undercharge Error*:* If the City has overcharged or undercharged an active account holder for service, the City will correct this error subject to the following procedures:

1. If the City has overcharged an active account holder for a service, the City will credit the account holder's account, without interest, the excess amount on the next monthly bill. When the overcharge is more than

$1,000 a reasonable attempt to notify the account holder will be made in addition to the monthly bill. Account holders may request a refund if the account balance was previously paid in full. Credit to an account holder's account is subject to the following limitations:

a. If the account holder should not have been billed the service and the time period over which the overcharge occurred can be determined, the City will credit or refund the excess amount charged the account for that entire interval, provided that such time period shall not exceed the statute of limitations as set forth in the Florida State Statutes.
b. If the account holder should have been billed the service and the inaccurate rate was applied, the City shall refund the excess amount charged not to exceed the preceding 12 billing cycles.
c. If the exact amount of excess charge cannot be determined, the City should take into consideration all information and account history in order to determine the amount due as accurately as possible, not to exceed the preceding 12 billing cycles.
d. If an overcharged account holder owes a past due balance to the City, the City may deduct that past due amount from any refund or credit due the account holder.

2. If the City has overcharged an account holder for services and it is discovered after the account has been terminated and/or made inactive, the account holder forfeits any right to a refund upon the termination and/or inactivation of the account.
3. If the City has undercharged an account holder for service during any of the previous 12 billing cycles, the City will collect the additional amount due to the City by placing the charges on the next monthly bill. When the undercharge is more than $1,000 a reasonable attempt to notify the account holder will be made in addition to the monthly bill. A payment plan or other payment options may be extended to an account holder. If an account holder does not contact the City in order to make payment arrangement for such amount by the bill due date, the account may be disconnected for non-payment in accordance with this policy.
4. If the City has final billed a terminated or inactive account in error, the City has the right to correct the error and issue an additional bill to the terminated or inactive account.
5. If an undercharge has occurred because of tampering or bypassing a meter or because of other fraudulent or willfully misleading action of the customer, the City shall collect the entire undercharged amount in a lump sum and seek such other rights and remedies as are permitted by law.

Swimming Pools*:* Swimming pools may be filled once a year without the account holder having to pay a sewer usage charge on the water used to fill the pool. In order for an adjustment to be granted, the account holder (or the account holder's representative) must submit a High Consumption Credit Application request for the adjustment within 60 days of the date of the bill for which an adjustment is requested. Sewer consumption will then be calculated to the account holder's previous 6-month average and an adjustment will be made to the bill which includes the dates of usage. All water used to fill a pool will be metered and billed to the account holder.

Excessive Use**:** Excessive use is defined as metered water and/or sewer flow at least 50% greater than the account holder's average monthly consumption amount. Average monthly consumption is based on the six (6) month average prior to the month showing excessive use.

There are a variety of circumstances which may cause an account holder to have a water bill more than their average range for monthly water consumption. These can include, but are not limited to, plumbing leak, faulty toilet, faulty hot water tank, hose bib left on, excessive irrigation, water theft, fire suppression, etc. Often circumstances are intermittent or isolated occurrences where symptoms of water loss may start and stop within the billing cycle, making it very difficult for the account holder to identify the source or cause. The City of Cocoa briefly visits and reads each meter only once a month, often after this unexplained water loss has occurred. At the customer's request, City staff can identify if water is actively flowing through a meter and/or if a leak at the meter connection is actively occurring; however, City staff cannot identify where or how water is/was being used or lost. An Excessive Water Consumption Checklist is available to aid an account holder in identifying the cause of excessive use. It is the account holder's responsibility to regularly monitor their consumption, identify the source/cause of water loss, and correct the problem causing the excessive consumption as soon as it is discovered. Any billing adjustment is a courtesy to assist the account holder with an extraordinarily high bill. The City is not responsible for the account holder's piping or plumbing beyond the meter/meter connection. See section *Account Holder Responsibility for Piping* for details.



Utility account holders may apply for an adjustment when verified excessive use has occurred. A High Consumption Water-Sewer Credit Application form should be completed by the account holder and submitted to Customer Service for review within 12 months of the excessive use event. The customer must provide information describing the situation or circumstances that resulted in the loss of water. This should include the cause of the water loss if known, when the problem was discovered, and what action was taken to stop the loss of water. Any documentation verifying the cause of the excessive use should be attached to the form (e.g. plumber's invoice, receipts for purchase of repair equipment, photos of repairs). Water used during construction or remodeling of a property is excluded from an adjustment if water loss is unknown or unexplained. If an adjustment is granted, a High Consumption Application Processing fee will be applied to the account. If the request does not meet the eligibility requirements and the adjustment request is denied, no fee will be applied. See section *Utility Administrative Fees & Charges* for details.

At any time a billing adjustment is requested, the balance of the account must be current or be on an approved and current payment plan in accordance with this policy in order to avoid penalties and/or disruption of service. If an adjustment request is approved, the adjustment will be applied to the account and may show as a credit on the next regular monthly bill.

City staff shall first verify the meter reading to ensure accuracy of the bill. Upon verification of the meter reading and verification that the consumption amount is 50% greater than the account holder's average monthly consumption, the adjustment request may be considered and is subject to the following eligibility criteria:

1. In the event excessive use occurs within the first six (6) billing cycles of a new account, the account holder's average monthly consumption shall be calculated using one of the following methods:
    a. based off of the active number of billing cycles, excluding the first, if available.
    b. based on a daily average usage, if available, multiplied by 30 days with the daily average being determined after repairs have been made
    c. based on the previous account holder's monthly average usage, if available.
    d. If none of the above are available, it shall be determined after the account holder establishes a monthly average, after repairs have been made.
2. The calculated water credit must be equal to or exceed $50.00 for one of the billing periods in question and shall be calculated as follows:
    a. *Potable water*:
        i. Charges for consumption used at/below the monthly average shall be calculated according to the current rate structure for the period.
        ii. Charges for consumption used over the monthly average shall be re-calculated at the Wholesale Tier 1 rate equal to the expense that the City incurs for treatment and delivery of water service for the period.
        iii. Bill **minus** base rate **minus** calculated monthly average consumption **minus** re-calculated consumption over monthly average = credit.
    b. *Reclaimed water*:
        i. (Billed gallons minus base rate gallons)/base rate gallons = consumption factor.
        ii. Consumption factor multiplied by base rate = adjusted billing
        iii. Bill minus adjusted billing minus base rate = credit
        iv. Bill minus credit = new adjusted bill amount. Note: Account holders served by a reclaimed water utility other than the City of Cocoa must contact the governing reclaimed water utility body to determine their policy on adjustment.
3. The following items do not qualify for a water credit:
    a. Pool fills, including those necessitated by pool repairs/resurfacing.
    b. Landscape/beautification.
    c. Any meter that has been tampered with including an unauthorized meter connection, by-passing the meter, or altering its function, does not qualify.
    d. Unexplained water loss during the construction phase or remodeling.
    e. Recreational use such as a water slide, etc.
    f. Excessive, repetitive leaks or plumbing that isn't corrected will not be eligible for excessive use adjustments.



4. Sewer consumption may be adjusted to the account holder's previous 6-month average if the excess water did not go through the sewer system. Note: Account holders served by a sewer utility other than the City of Cocoa must contact the governing sewer utility body to determine their policy on adjustments.
5. A billing adjustment shall be allowed for no more than two consecutive months of excessive usage that has occurred in the previous 12 months, on an account. All commercial accounts will be limited to a maximum of two (2) excessive use billing adjustments within five (5) consecutive years since the first adjustment. All residential and government accounts will not be limited to a maximum; however, each instance shall be reviewed by City staff to determine the validity of the request..
6. In the event the City of Cocoa, surrounding municipalities, to include areas of Brevard County serviced by the City of Cocoa water utility declares a state of emergency due to a natural disaster event, such as a hurricane, the eligibility criteria for a high consumption water credit shall be amended for the billing cycle that includes the date(s) of the event and one additional billing cycle post event for a maximum of two billing cycles. All other conditions and eligibility criteria shall remain in effect with the exceptions as follows:
    a. The calculated credit does not have to exceed $50.00.
    b. An approved high consumption adjustment will not count towards the lifetime maximum for any account holder, regardless of account type.
    c. The High Consumption Credit Processing Fee shall be waived.
7. In the event excessive use is the result of theft or fire, where an official police or fire report has been filed, the eligibility criteria for a high consumption water credit shall be amended for the billing cycle that includes the date of the incident and one additional billing cycle, pre or post incident, for a maximum of two billing cycles. All other conditions and eligibility criteria shall remain in effect with the exceptions as follows:
    a. A copy of the official police report must be provided.
    b. The High Consumption Credit Processing Fee shall be waived.
    c. The calculated credit does not have to exceed $50.00
    d. An approved high consumption adjustment will not count towards the lifetime maximum for any account holder, however, loss due to reported theft will be limited to two (2) adjustments per (5) consecutive years, regardless of account type.

Any deviation from current City policies and/or procedures by City staff that causes an unnecessary, prolonged, or excessive water leak, resulting in high metered consumption, may be considered for an additional adjustment authorized by City management reviewed on a case-by-case basis. The adjustment will only be applicable to the amount of water lost within the timeframe the City deviated from policy/procedure.

Stuck Meter*:* Often the symptom of a stuck meter is a few months of no water consumption recorded on an active account. In the event the City believes a meter may be malfunctioning or stuck and under registering water consumption a maintenance crew may be sent to test and/or evaluate the meter and the customer contacted for a status on occupancy. If the meter is determined by City staff to be stuck it will be replaced and the account holder will be billed their average monthly consumption charges for any or all the 12 preceding months they were previously billed zero or no consumption. The City makes a reasonable attempt to detect a stuck meter as soon as possible; however, it can be difficult for the City to determine if the zero or no consumption is due to vacancy or meter malfunction. A commercial property may have a compound meter installed. A compound meter is comprised of two separate meters, the larger meter (TGAL) measures the high flow while the smaller meter (CGAL) registers the low flow. Each meter registers or records only the water that passed through each of them individually; however, for purposes of bill calculation the consumption recorded from each meter is added together and amounts to the total consumption each month. At times one of the meter registers on a compound meter may stop recording consumption while the other is still working and measuring the portion of the consumption that passed through the functioning register. For example, if the low flow meter register stops registering consumption any low flow water passing through the meter will be unregistered while any high flow water passing through the high flow meter is recorded. This scenario will cause the consumption to be billed from only one of the registers, and at time may appear to be a reduction in the customer's average consumption. Alternatively, when the stuck meter is repaired the register will begin again recording consumption that may appear to be high consumption when it's really normal consumption within the customer's average prior to one of the compound meters becoming stuck. Therefore, the City depends on

the customer to inform the Customer Service Division if he/she is billed zero or a reduced amount of consumption on an active account when they believe they should be billed otherwise for water use.

Mismatched meter body and register sizes: When the wrong size register and/or meter body are paired together the consumption reported by the register will be incorrect and could cause an underbilling or an overbilling of consumption. The City will correct any overbilling within the past 12 months; however, the City will not correct any underbilling to the customer's benefit.

H. Utility Debt Collection

The City is authorized to collect delinquent utility fees as promulgated in the City of Cocoa Code of Ordinances Section 22-18. Any balance owed to the City will remain due until paid. All legal means of collection for a delinquent account in arrears will be taken.

Utility Collections*:* In the event an account holder has an outstanding balance on another account, the outstanding balance will be transferred to the current account. All delinquency procedures and service charges will apply. Per City of Cocoa Ordinance Section 22-18, the City shall be entitled to recover all costs, including but not limited to, reasonable attorney's fees and/or collection service charges, incurred in collecting delinquent utility fees and charges.

Any fee or charge due to the City which is not paid may be recovered by referring the account to a third-party collection agency and/or bringing an action at law. In addition to any other remedies or penalties provided in this section, failure of any user of the City's utility system to pay said charges promptly when due shall subject such user to discontinuance of such service. The City Manager or the City Manager's designee is hereby empowered and directed to enforce this provision as to any and all delinquent users.

In accordance with the Telephone Consumer Protection Act (TCPA), the account holder agrees, in order for the City to service a utility account or to collect any amounts you may owe, the City may contact the customer by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges. We may also contact the customer by sending text messages or emails, using any email address provided to the City. Methods of contact may include using pre-recorded or artificial voice messages and/or the use of an automatic dialing device, as applicable. By contracting service, the account holder agrees that the City of Cocoa may contact him/her as described above.

Utility Liens*:* All past due and outstanding utilities rates, fees, and charges assessed shall be a lien upon the property with which such rates, fees, and charges are associated, in accordance with Florida Statute Chapter 153.67 and 159.17. The owner of every building, premise, lot, or house shall be obligated to pay the fee for all services provided to his/her premises, which obligation may be enforced by the City by action of law or suit to enforce the lien in the same manner as the foreclosure of mortgages. In the event of such action, the City shall be entitled to recover all court costs and reasonable attorney fees for such collection. In the case that a tenant in possession of any premises or building shall pay said charges, it shall relieve the landowner from such obligation and lien; but the City shall not be required to seek payment from any person whatsoever other than the owner for the payment of such charges.

Utility lien search requests may be submitted online through the City's municipal lien search vendor, Orange Lien Data, at https://order.orangelien.com/. Lien search fees shall be payable, at the time of request, to Orange Lien for each request. Utility lien search reports may include tenant and property owner current and past due amounts owed to the City. It is the responsibility of the recipient of the report to verify property owner debt owed to the City.

I. Internal Audits and Evaluations

Processes, policies, and procedures shall be reviewed internally and this document updated to address any additional changes in current practices that may be found.

J. Solid Waste Only Accounts

In some cases, the City has established a solid waste/garbage only account for the purpose of billing commercial garbage to a tenant or property owner that does not have an active water account. This practice of establishing 'garbage only' accounts has been discontinued; however, existing accounts will be grandfathered in. Any future

requests for commercial solid waste service shall be applied to an active water account or billed to the property owner of record. For existing garbage only accounts that are grandfathered in prior to this change, should the account be involuntarily discontinued for service the commercial container shall be removed from the property and the account will be terminated. In order to re-establish commercial solid waste service at the property, all outstanding charges must be paid to include an at-risk deposit and the solid waste service will be added to an existing water account. The account shall also be subject to a delinquency processing fee. See section *Involuntary Discontinuance of Service, Deposits, and Reconnections* for details

K. Bee Removal

The City makes every effort to remove live bees from the water meter boxes when reported; however, this action could take several months and several trips to the meter box. Should the customer take it upon themselves to have the bees removed, the City will not reimburse the customer.

Section 7 – Appendix

Schedule A – Utility Rates, Fees, and Charges

Schedule B – Miscellaneous Rates, Fees, and Charges

Schedule C – Solid Waste Rates, Fees, and Charges

Utility Service Rates & Charges

(updated October 2026)

Water Service Monthly Base Rate (fixed monthly fee)

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits (10%)
5/8 x 3/4 inch	$17.66	$19.43
1 inch	$40.89	$44.98
1.5 inch	$95.11	$104.62
2 inch	$149.32	$164.25
3 inch	$339.04	$372.94
4 inch	$582.97	$641.27
6 inch	$1,241.21	$1,365.33
8 inch	$2,170.49	$2,387.54
10 inch	$3,254.64	$3,580.10

Sewer Service Monthly Base Rate (fixed monthly fee)

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits
5/8 x 3/4 "	$21.18	$26.48
1 inch	$49.52	$61.90
1.5 inch	$115.63	$144.54
2 inch	$181.75	$227.19
3 inch	$413.14	$516.43
4 inch	$710.66	$888.33
6 inch	$1,513.44	$1,891.80
8 inch	$2,646.84	$3,308.55
10 inch	$3,969.10	$4,961.38

Water Service Monthly Consumption Rates (per 1,000 gallons)

	1st Tier	2nd Tier	3rd Tier	4th Tier
Inside Cocoa City Limits	$4.09	$8.04	$11.43	$14.90
Outside Cocoa City Limits	$4.50	$8.84	$12.57	$16.39
5/8 x 3/4 inch meter	0-5	6-10	11-20	over 20
1 inch meter	0-13	14-25	26-50	over 50
1.5 inch meter	0-43	44-85	86-170	over 170
2 inch meter	0-100	101-200	201-400	over 400
3 inch meter	0-300	301-600	601-1200	over 1200
4 inch meter	0-425	426-850	851-1700	over 1700
6 inch meter	0-3250	3251-6500	6501-13000	over 13000
8 inch meter	0-10000	10001-20000	20001-40000	over 40000
10 inch meter	0-21000	21001-42000	42001-84000	over 84000

Sewer Service Monthly Consumption Rate (per 1,000 gallons)

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits
All sizes (residential service caps at 12,000 gallons)	$8.58	$10.73

Reclaimed Water Service Monthly Base Rate (fixed monthly fee)

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits
5/8 x 3/4 inch	$10.80	$13.50
1 inch	$10.80	$13.50
1.5 inch	$64.78	$80.98
2 inch	$102.58	$128.23
3 inch	$234.84	$293.55
4 inch	$404.91	$506.14

Reclaimed Water Service Monthly Consumption Rates (per 1,000 gallons)

	1st Tier	2nd Tier	3rd Tier
Inside Cocoa City Limits	Included in base	$0.80	$1.14
Outside Cocoa City Limits	Included in base	$1.00	$1.43
5/8 x 3/4 inch meter	0-30	31-60	61+
1 inch meter	0-30	31-60	61+
1.5 inch meter	0-150	151-300	301+
2 inch meter	0-200	201-400	401+
3 inch meter	0-800	801-1600	1601+
4 inch meter	0-1200	1201-2400	2401+

Public Fire Protection Monthly Rate

	Inside City Limits (Incorporated Areas)	Outside City Limits (Unincorporated Areas)
Public Hydrant	$30.90/hydrant	$3.06/account

Private Fire Protection Rate

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits
	Monthly	Monthly
Up to 4” private fire main	$82.37	$90.61
Up to 6” private fire main	$100.94	$111.03
Up to 8” private fire main	$131.68	$144.85
Up to 10” private fire main	$162.42	$178.66
Up to 12” private fire main	$193.14	$212.45

Utility Impact & Connection Fees

Water Service Impact Fee			
Meter Size	ERC	Reclaimed Water Not Available	Reclaimed Water Available
5/8 x 3/4 inch (SFR only)	1.00	$1,750	$1,300
5/8 x 3/4 inch (not SFR)	1.00	$1,750	$1,750
1 inch (SFR only)	2.50	$4,375	$3,250
1 inch (not SFR)	2.50	$4,375	$4,375
1.5 inch	6.00	$10,500	$10,500
2 inch	9.50	$16,625	$16,625
3 inch	21.75	$38,062.50	$38,062.50
4 inch	37.50	$65,625	$65,625
6 inch	80.00	$140,000	$140,000
8 inch	140.00	$245,000	$245,000
10 inch	210.00	$367,500	$367,500
Unit Description	ERC/unit	Reclaimed Water Not Available	Reclaimed Water Available
Single Family Residence	1.00	$1,750	$1,300
Apartment or Condo: 1 Bath	0.80	$1,400	$1,400
Apartment or Condo: 2 or more Bath	1.00	$1,750	$1,750
Hotel/Motel	0.60	$1,050	$1,050

Note: Impact fees will be based on either the calculated ERC's per the Utilities Handbook or the base impact fee listed above, whichever is higher.

South Mainland Water Connection Fee	
129A	$887.98 per ERC
129B	$1,125per ERC

Sewer Service Impact Fee	
Sewer Impact Fee	$1,875 per ERC
Sewer Force Main Fee	$1,450 per ERC

Reclaimed Water Service Connection Fee	
Meter Size	Connection Charge
5/8 x 3/4 inch	$301
1 inch	$425
1.5 inch	$700
2 inch	$1,000

Utility Field Service & Installation Fees & Charges

Water Service Line Installation Charge	
Short Service	
3/4" short service line only	$840
1" short service line only	$915
Long Service	
3/4" long service line only	$1,300
1" long service line only	$1,440
Open Cut	estimated by Engineering Division

Meter Installation Charges	
Meter Size	
5/8 x 3/4 inch	$450
1 inch	$530
1.5 inch	$710
> 1.5 inch	Requires estimate from Engineering Division

Meter Relocation/Adjustment Charges	
Meter Size	
5/8 x 3/4 inch	$400
1 inch	$400
> 1 inch	Requires estimate from Engineering Division
Note; additional charges may apply per Utility Handbook requirements	

Other Installation/Replacement Charges	Installation/ Relocation Charge	Refundable Deposit
Spray Truck Meter Installation Charge	$350	$750
Temporary 3" Jumper Meter Installation Charge	$100	$750
Temporary 2" Construction Meter Installation Charge (all water used will be billed at the tier 1 rate)	$100	$750
Fire Hydrant Maintenance Charge	$90	N/A
Materials/Labor Charge	Cost	N/A
Materials/3/4” replacement radio register & meter	$219	N/A
Materials/3/4” T-10 replacement register only	$180.39	N/A
Materials/3/4” Dual Check	$52.00	N/A
Materials/replacement antenna	$30.86	N/A
Materials/replacement box & top	$22.20	N/A
Materials/replacement box top only	$9.65	N/A
Materials/replacement service line	$8.47/ft of copper	N/A
Materials/replacement curb stop	$49.85	N/A
Materials/replacement curb stop plug	$30.65	N/A

Utility Field Service & Installation Fees & Charges
(continued)

Miscellaneous Field Service Fees & Charges	
Plan Review and Construction Inspection Charge	$750
Hydrant Residual Flow Test Charge	$150
Fire Line Painting Charge	$230
Meter Station Painting Charge	$230
Meter Calibration Testing Charge (5/8 x 3/4 inch to 2 inch)	$75
Meter Calibration Testing Charge (3 inch and larger)	$160
Service Call Fee (during regular business hours)	$36
After Hours Reconnection Fee	$78
Meter Access Fee	$75
Data Log Report (only available on digital/smart meters)	$45

Backflow Prevention Assembly Installation Charge

Reduced Pressure		Double Check		Dual Check	
Meter Size	Charge	Meter Size	Charge	Meter Size	Charge
5/8 x ¾ inch	$415	5/8 x ¾ inch residential	$260	5/8 x ¾ inch	$125
1 inch	$470	5/8 x ¾ inch non-residential	$280	1 inch	$135
1.5 inch	$830	1 inch	$400		
2 inch	$1,030	1.5 inch	$590		
		2 inch	$800		
Note: Larger meters and other installations are estimated on a case by case basis					

Backflow Prevention Assembly Testing & Maintenance Charge (Non-residential accounts/billed monthly)

Meter Size	Monthly Charge
5/8 x 3/4 inch to 2 inch	$5.42
3 inch to 10 inch	$14.60

Other Utility Rates & Monthly Service Charges	
Grease Trap	$8.34
Public Service Tax	10% of water charges

Utility Administrative Fees & Charges

Administrative Fees & Charges	
Service Initiation Fee (next business day)	$45
Service Initiation Fee (same day, if available & unauthorized consumption owner meter bills)	$90
Convenience Fee	$2.99 per transaction if transaction < = $300 2.65% per transaction if transaction > $300 Per transaction limit = $15,000
Late Fee	$5 or 1.5% per month (whichever is greater) 18% per annum
Returned Payment Fee	$25 if payment value < = $50 $30 if payment value > $50 and <= $300 $40 or 5% (whichever is greater) if payment value < $300
Collection Fee	33% of account balance
Utility Lien Processing & Recording Fee	$50
Utility Lien Search Fee	$55 rushed service with account history
Billing Service Charge	$1.48/month for the 1st service; $0.63 for each additional service
High Consumption Credit Application Processing Fee	$15
Delinquency Processing Fee	$70
City of Cocoa Garbage Discount	$2

Tampering and Theft of Service Fees & Charges	
Plug Meter Fee	$35
Lock Fee	$80
Tampering Fee	$150 first instance, $300 second instance, $500 third instance (same customer/same location)
Meter Removal Charge	$300 each instance
Illegal Connection Fee	Three times (3x) the highest, third instance Tampering Fee

Utility Deposits

Water			Sewer	
Meter Size	Residential	Commercial	Residential	Commercial and Multi-Family Master Meter
5/8 x 3/4 inch	$60	6 month average x 2.5	$100	6 month average x 2.5
1 inch	$70		$100	
1.5 inch	$120		$100	
2 inch	$170		$100	
3 inch	$220		$100	
4 inch	$270		$100	
6 inch	$320		$100	
8 inch	$370		$100	
At Risk Deposits: Two times (2x) the listed deposit amount for water and/or sewer. Two times (2x) the monthly billed amount for commercial garbage.				

Utility Service Rates & Charges

(updated October 2027)

Water Service Monthly Base Rate (fixed monthly fee)

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits (10%)
5/8 x 3/4 inch	$18.37	$20.21
1 inch	$42.53	$46.78
1.5 inch	$98.91	$108.80
2 inch	$155.29	$170.82
3 inch	$352.60	$387.86
4 inch	$606.29	$666.92
6 inch	$1,290.86	$1,419.95
8 inch	$2,257.31	$2,483.04
10 inch	$3,384.83	$3,723.31

Sewer Service Monthly Base Rate (fixed monthly fee)

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits
5/8 x 3/4 "	$22.03	$27.54
1 inch	$51.50	$64.38
1.5 inch	$120.26	$150.33
2 inch	$189.02	$236.28
3 inch	$429.67	$537.09
4 inch	$739.09	$923.86
6 inch	$1,573.98	$1,967.48
8 inch	$2,752.71	$3,440.89
10 inch	$4,127.86	$5,159.83

Water Service Monthly Consumption Rates (per 1,000 gallons)

	1st Tier	2nd Tier	3rd Tier	4th Tier
Inside Cocoa City Limits	$4.25	$8.36	$11.89	$15.50
Outside Cocoa City Limits	$4.68	$9.20	$13.08	$17.05
5/8 x 3/4 inch meter	0-5	6-10	11-20	over 20
1 inch meter	0-13	14-25	26-50	over 50
1.5 inch meter	0-43	44-85	86-170	over 170
2 inch meter	0-100	101-200	201-400	over 400
3 inch meter	0-300	301-600	601-1200	over 1200
4 inch meter	0-425	426-850	851-1700	over 1700
6 inch meter	0-3250	3251-6500	6501-13000	over 13000
8 inch meter	0-10000	10001-20000	20001-40000	over 40000
10 inch meter	0-21000	21001-42000	42001-84000	over 84000

Sewer Service Monthly Consumption Rate (per 1,000 gallons)

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits
All sizes (residential service caps at 12,000 gallons)	$8.92	$11.15

Reclaimed Water Service Monthly Base Rate (fixed monthly fee)

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits
5/8 x 3/4 inch	$11.23	$14.04
1 inch	$11.23	$14.04
1.5 inch	$67.37	$84.21
2 inch	$106.68	$133.35
3 inch	$244.23	$305.29
4 inch	$421.11	$526.39

Reclaimed Water Service Monthly Consumption Rates (per 1,000 gallons)

	1st Tier	2nd Tier	3rd Tier
Inside Cocoa City Limits	Included in base	$0.83	$1.19
Outside Cocoa City Limits	Included in base	$1.04	$1.49
5/8 x 3/4 inch meter	0-30	31-60	61+
1 inch meter	0-30	31-60	61+
1.5 inch meter	0-150	151-300	301+
2 inch meter	0-200	201-400	401+
3 inch meter	0-800	801-1600	1601+
4 inch meter	0-1200	1201-2400	2401+

Public Fire Protection Monthly Rate

	Inside City Limits (Incorporated Areas)	Outside City Limits (Unincorporated Areas)
Public Hydrant	$32.14/hydrant	$3.18/account

Private Fire Protection Rate

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits
	Monthly	Monthly
Up to 4” private fire main	$85.66	$94.23
Up to 6” private fire main	$104.98	$115.48
Up to 8” private fire main	$136.95	$150.65
Up to 10” private fire main	$168.92	$185.81
Up to 12” private fire main	$200.87	$220.96

Utility Service Rates & Charges

(updated October 2028)

Water Service Monthly Base Rate (fixed monthly fee)

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits (10%)
5/8 x 3/4 inch	$19.10	$21.01
1 inch	$44.23	$48.65
1.5 inch	$102.87	$113.16
2 inch	$161.50	$177.65
3 inch	$366.70	$403.37
4 inch	$630.54	$693.59
6 inch	$1,342.49	$1,476.74
8 inch	$2,347.60	$2,582.36
10 inch	$3,520.22	$3,872.24

Sewer Service Monthly Base Rate (fixed monthly fee)

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits
5/8 x 3/4 "	$22.91	$28.64
1 inch	$53.56	$66.95
1.5 inch	$125.07	$156.34
2 inch	$196.58	$245.73
3 inch	$446.86	$558.58
4 inch	$768.65	$960.81
6 inch	$1,636.94	$2,046.18
8 inch	$2,862.82	$3,578.53
10 inch	$4,292.97	$5,366.21

Water Service Monthly Consumption Rates (per 1,000 gallons)

	1st Tier	2nd Tier	3rd Tier	4th Tier
Inside Cocoa City Limits	$4.42	$8.69	$12.37	$16.12
Outside Cocoa City Limits	$4.86	$9.56	$13.61	$17.73
5/8 x 3/4 inch meter	0-5	6-10	11-20	over 20
1 inch meter	0-13	14-25	26-50	over 50
1.5 inch meter	0-43	44-85	86-170	over 170
2 inch meter	0-100	101-200	201-400	over 400
3 inch meter	0-300	301-600	601-1200	over 1200
4 inch meter	0-425	426-850	851-1700	over 1700
6 inch meter	0-3250	3251-6500	6501-13000	over 13000
8 inch meter	0-10000	10001-20000	20001-40000	over 40000
10 inch meter	0-21000	21001-42000	42001-84000	over 84000

Sewer Service Monthly Consumption Rate (per 1,000 gallons)

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits
All sizes (residential service caps at 12,000 gallons)	$9.28	$11.60

Reclaimed Water Service Monthly Base Rate (fixed monthly fee)

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits
5/8 x 3/4 inch	$11.68	$14.60
1 inch	$11.68	$14.60
1.5 inch	$70.06	$87.58
2 inch	$110.95	$138.69
3 inch	$254.00	$317.50
4 inch	$437.95	$547.44

Reclaimed Water Service Monthly Consumption Rates (per 1,000 gallons)

	1st Tier	2nd Tier	3rd Tier
Inside Cocoa City Limits	Included in base	$0.86	$1.24
Outside Cocoa City Limits	Included in base	$1.08	$1.55
5/8 x 3/4 inch meter	0-30	31-60	61+
1 inch meter	0-30	31-60	61+
1.5 inch meter	0-150	151-300	301+
2 inch meter	0-200	201-400	401+
3 inch meter	0-800	801-1600	1601+
4 inch meter	0-1200	1201-2400	2401+

Public Fire Protection Monthly Rate

	Inside City Limits (Incorporated Areas)	Outside City Limits (Unincorporated Areas)
Public Hydrant	$33.43/hydrant	$3.31/account

Private Fire Protection Rate

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits
	Monthly	Monthly
Up to 4” private fire main	$89.09	$98.00
Up to 6” private fire main	$109.18	$120.10
Up to 8” private fire main	$142.43	$156.67
Up to 10” private fire main	$175.68	$193.25
Up to 12” private fire main	$208.90	$229.79

Utility Service Rates & Charges

(updated October 2029)

Water Service Monthly Base Rate (fixed monthly fee)

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits (10%)
5/8 x 3/4 inch	$19.86	$21.85
1 inch	$46.00	$50.60
1.5 inch	$106.98	$117.68
2 inch	$167.96	$184.76
3 inch	$381.37	$419.51
4 inch	$655.76	$721.34
6 inch	$1,396.19	$1,535.81
8 inch	$2,441.50	$2,685.65
10 inch	$3,661.03	$4,027.13

Sewer Service Monthly Base Rate (fixed monthly fee)

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits
5/8 x 3/4 "	$23.83	$29.79
1 inch	$55.70	$69.63
1.5 inch	$130.07	$162.59
2 inch	$204.44	$255.55
3 inch	$464.73	$580.91
4 inch	$799.40	$999.25
6 inch	$1,702.42	$2,128.03
8 inch	$2,977.33	$3,721.66
10 inch	$4,464.69	$5,580.86

Water Service Monthly Consumption Rates (per 1,000 gallons)

	1st Tier	2nd Tier	3rd Tier	4th Tier
Inside Cocoa City Limits	$4.60	$9.04	$12.86	$16.76
Outside Cocoa City Limits	$5.06	$9.94	$14.15	$18.44
5/8 x 3/4 inch meter	0-5	6-10	11-20	over 20
1 inch meter	0-13	14-25	26-50	over 50
1.5 inch meter	0-43	44-85	86-170	over 170
2 inch meter	0-100	101-200	201-400	over 400
3 inch meter	0-300	301-600	601-1200	over 1200
4 inch meter	0-425	426-850	851-1700	over 1700
6 inch meter	0-3250	3251-6500	6501-13000	over 13000
8 inch meter	0-10000	10001-20000	20001-40000	over 40000
10 inch meter	0-21000	21001-42000	42001-84000	over 84000

Sewer Service Monthly Consumption Rate (per 1,000 gallons)

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits
All sizes (residential service caps at 12,000 gallons)	$9.65	$12.06

Reclaimed Water Service Monthly Base Rate (fixed monthly fee)

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits
5/8 x 3/4 inch	$12.15	$15.19
1 inch	$12.15	$15.19
1.5 inch	$72.86	$91.08
2 inch	$115.39	$144.24
3 inch	$264.16	$330.20
4 inch	$455.47	$569.34

Reclaimed Water Service Monthly Consumption Rates (per 1,000 gallons)

	1st Tier	2nd Tier	3rd Tier
Inside Cocoa City Limits	Included in base	$0.89	$1.29
Outside Cocoa City Limits	Included in base	$1.11	$1.61
5/8 x 3/4 inch meter	0-30	31-60	61+
1 inch meter	0-30	31-60	61+
1.5 inch meter	0-150	151-300	301+
2 inch meter	0-200	201-400	401+
3 inch meter	0-800	801-1600	1601+
4 inch meter	0-1200	1201-2400	2401+

Public Fire Protection Monthly Rate

	Inside City Limits (Incorporated Areas)	Outside City Limits (Unincorporated Areas)
Public Hydrant	$34.77/hydrant	$3.44/account

Private Fire Protection Rate

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits
	Monthly	Monthly
Up to 4” private fire main	$92.65	$101.92
Up to 6” private fire main	$113.55	$124.91
Up to 8” private fire main	$148.13	$162.94
Up to 10” private fire main	$182.71	$200.98
Up to 12” private fire main	$217.26	$238.99

Utility Service Rates & Charges

(updated October 2030)

Water Service Monthly Base Rate (fixed monthly fee)

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits (10%)
5/8 x 3/4 inch	$20.65	$22.72
1 inch	$47.84	$52.62
1.5 inch	$111.26	$122.39
2 inch	$174.68	$192.15
3 inch	$396.62	$436.28
4 inch	$681.99	$750.19
6 inch	$1,452.04	$1,597.24
8 inch	$2,539.16	$2,793.08
10 inch	$3,807.47	$4,188.22

Sewer Service Monthly Base Rate (fixed monthly fee)

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits
5/8 x 3/4 "	$24.78	$30.98
1 inch	$57.93	$72.41
1.5 inch	$135.27	$169.09
2 inch	$212.62	$265.78
3 inch	$483.32	$604.15
4 inch	$831.38	$1,039.23
6 inch	$1,770.52	$2,213.15
8 inch	$3,096.42	$3,870.53
10 inch	$4,643.28	$5,804.10

Water Service Monthly Consumption Rates (per 1,000 gallons)

	1st Tier	2nd Tier	3rd Tier	4th Tier
Inside Cocoa City Limits	$4.78	$9.40	$13.37	$17.43
Outside Cocoa City Limits	$5.26	$10.34	$14.71	$19.17
5/8 x 3/4 inch meter	0-5	6-10	11-20	over 20
1 inch meter	0-13	14-25	26-50	over 50
1.5 inch meter	0-43	44-85	86-170	over 170
2 inch meter	0-100	101-200	201-400	over 400
3 inch meter	0-300	301-600	601-1200	over 1200
4 inch meter	0-425	426-850	851-1700	over 1700
6 inch meter	0-3250	3251-6500	6501-13000	over 13000
8 inch meter	0-10000	10001-20000	20001-40000	over 40000
10 inch meter	0-21000	21001-42000	42001-84000	over 84000

Sewer Service Monthly Consumption Rate (per 1,000 gallons)

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits
All sizes (residential service caps at 12,000 gallons)	$10.04	$12.55

Reclaimed Water Service Monthly Base Rate (fixed monthly fee)

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits
5/8 x 3/4 inch	$12.64	$15.80
1 inch	$12.64	$15.80
1.5 inch	$75.77	$94.71
2 inch	$120.01	$150.01
3 inch	$274.73	$343.41
4 inch	$473.69	$592.11

Reclaimed Water Service Monthly Consumption Rates (per 1,000 gallons)

	1st Tier	2nd Tier	3rd Tier
Inside Cocoa City Limits	Included in base	$0.93	$1.34
Outside Cocoa City Limits	Included in base	$1.16	$1.68
5/8 x 3/4 inch meter	0-30	31-60	61+
1 inch meter	0-30	31-60	61+
1.5 inch meter	0-150	151-300	301+
2 inch meter	0-200	201-400	401+
3 inch meter	0-800	801-1600	1601+
4 inch meter	0-1200	1201-2400	2401+

Public Fire Protection Monthly Rate

	Inside City Limits (Incorporated Areas)	Outside City Limits (Unincorporated Areas)
Public Hydrant	$36.16/hydrant	$3.58/account

Private Fire Protection Rate

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits
	Monthly	Monthly
Up to 4” private fire main	$96.36	$106.00
Up to 6” private fire main	$118.09	$129.90
Up to 8” private fire main	$154.06	$169.47
Up to 10” private fire main	$190.02	$209.02
Up to 12” private fire main	$225.95	$248.55

CITY COUNCIL AGENDA ITEM

Memo Date:	July 29, 2026
Agenda Date:	August 11, 2026
File ID:	2026-570
Prepared By:	Lucilene Ribeiro, Planner
Through:	Stockton Whitten, City Manager
Requested Action:	Request to postpone to a date certain of September 8, 2026, at Cocoa City Hall, 65 Stone St., Cocoa, FL, beginning at 6 pm, to consider approval of a small-scale comprehensive plan amendment for the property located at 3600 Grissom Parkway.

BACKGROUND:

Staff respectfully requests that this agenda item be postponed to the September 8, 2026, Regular City Council meeting.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

PREVIOUS ACTION:

RECOMMENDED MOTION:

Request to postpone to a date certain of September 8, 2026, at Cocoa City Hall, 65 Stone St., Cocoa, FL, beginning at 6 pm, to consider approval of a small-scale comprehensive plan amendment for the property located at 3600 Grissom Parkway.

USA TODAY CO.

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PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Leonardo Priore
Attn: Accounting Division
City Of Cocoa (Te)
65 Stone St
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

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BRE floridatoday.com 04/24/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
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Legal Clerk

Notary, State of WI, County of Brown

5.15.27

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CITY OF COCOA
NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY
AND CITY OF COCOA COUNCIL PROPOSE TO CONSIDER THE FOLLOWING:

A. PZ 25-02800005 603 Brevard Ave Concept Plan and Development Agreement

Consider a conceptual plan and Development Agreement for the 603 Brevard Avenue Hotel, affecting approximately .87 acres of property owned by the Cocoa Redevelopment Agency. The agreement calls for the development of an approximately seven (7) story, 68,310 square foot, 104-room hotel with associated amenities and parking and establishes building elevations, floor plan, and related development regulation waivers for the future hotel. Generally located on Brevard Avenue and John Garren Lane, south of Factory Street, and is identified by Parcel IDs: 24-36-33-75-*-2 and 24-36-33-75-*-3.

B. PZ 25-00500006 Ord No. 05-2026 3600 Grissom Parkway Small-Scale Comprehensive Plan Amendment

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR ONE PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF APPROXIMATELY FORTY (40) ACRES, GENERALLY LOCATED WEST OF GRISSOM PARKWAY, SOUTH OF ANGELICA STREET, AND NORTH OF STATE ROAD 528, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION OF THE REAL PROPERTY FROM "VERY LOW DENSITY RESIDENTIAL" TO "INDUSTRIAL"; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION IN THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT. Parcel ID: 24-35-11-00-750.

C. PZ 25-00200020 Sky Powersports Large-Scale Site Plan

Consider a large-scale site plan for Sky Powersports, consisting of a powersports vehicle display, sales, and maintenance facility, consisting of approximately 52,550 square feet. Generally located on State Road 524, west of Interstate-95 in Cocoa, Florida, and is identified by Parcel ID: 24-35-27-00-16 and 24-35-27-00-11.

Planning and Zoning Board PUBLIC HEARING WILL BE HELD ON

May 6, 2026

City of Cocoa Council PUBLIC HEARING FOR ITEMS A. and B. WILL BE HELD ON

May 12, 2026

ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FLORIDA 32922

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Monica Arsenault, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.gov.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that if a person decides to appeal any decision made by the BOA, P&Z Board/LPA or City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made,

testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.

The BOA or PZ Board/LPA meeting may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing. The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:
• City of Cocoa meeting calendar at https://www.cocoafl.gov/291/20338/City-Meetings
Documents pertaining to the above may also be inspected at the Community Services Department between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8400.
Interested persons may submit their written comments or questions prior to the meeting through Email at cityclerk@cocoafl.gov or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.
Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:
• City of Cocoa meeting calendar at https://www.cocoafl.gov/291/20338/City-Meetings
However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

PLANNING & ZONING AGENDA ITEM

Memo Date:	07/29/2026
Agenda Date:	8/11/2026
Prepared By:	Lucilene Ribeiro, Planner
Through:	Stockton Whitten, City Manager
Requested Action:	Request to postpone to a date certain of September 8 2026, consideration for approval of a zoning map amendment for the property located at 3600 Grissom Parkway.

BACKGROUND:
Staff respectfully requests that this agenda item be postponed to the next regular Planning and Zoning Board meeting on September 8, 2026.

PRIORITY AREA CONNECTION:
Economic and Community Development

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:

RECOMMENDED MOTION:
Staff recommends that the Board postpone consideration of this item to the September 8, 2026, Planning and Zoning hearing to be held at Cocoa City Hall at 6:00 p.m.

USA TODAY CO.

LocaliQ

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Lucilene Ribeiro
Attn: Accounting Division
City Of Cocoa (Te)
65 Stone St
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

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CITY OF COCOA
NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AND CITY OF COCOA COUNCIL PROPOSE TO CONSIDER THE FOLLOWING:

A. PZ 25-00900014 Ord No. 06-2026 3600 Grissom Parkway Zoning Map Amendment

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE ZONING MAP FOR ONE (1) PARCEL OF REAL PROPERTY, TOTALING 40 ACRES, MORE OR LESS, AND GENERALLY LOCATED AT 3600 GRISSOM PARKWAY, IN COCOA, FLORIDA, AS MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE ZONING MAP DESIGNATION OF THE REAL PROPERTY FROM "RESIDENTIAL AGRICULTURAL (RA)" TO "MANUFACTURING AND INDUSTRIAL (M-2)"; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Planning and Zoning Board PUBLIC HEARING WILL BE HELD ON
August 5, 2026
City of Cocoa Council PUBLIC HEARING WILL BE HELD ON
August 11, 2026
ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FLORIDA 32922

General Notice Information:
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CITY COUNCIL AGENDA ITEM

Memo Date:	July 30, 2026
Agenda Date:	August 11, 2026
File ID:	2026-662
Prepared By:	Christi Grant, Deputy Finance Director
Through:	Rebecca Bowman, Finance Director Stockton Whitten, City Manager
Requested Action:	Approve the Preliminary Assessment Resolution 2026-061 for Fire Protection, for Fiscal Year 2027.

BACKGROUND:

The fire protection assessment is an annual non-ad valorem charge levied on benefited properties to fund a portion of the City of Cocoa's Fire Department operations and capital improvements. It helps ensure that essential fire protection and rescue services are available to all parcels in the City and provides a stable funding source outside of ad valorem taxes.

The following timeline highlights significant updates and refinements to the methodology used in implementing the fire protection assessment:

- On **May 9, 2006**, the City Council adopted **Ordinance 20-2006**, establishing a fire protection assessment.
- In **2013**, Stantec (formerly Burton & Associates) conducted a study to update the assessment methodology, reflecting equitable cost apportionment.
- The study was updated in **July 2015** to include a revised methodology and rate structure that excludes emergency medical services (EMS), as required by law.
- The assessment is based on the availability of fire services and protection from structural loss for improved parcels.

The City Council plays a crucial role in reviewing and approving the annual fire protection assessment. As outlined in Ordinance 20-2006 and consistent with Florida law, the Council is responsible for evaluating the proposed rates, considering their fiscal impact, ensuring compliance with legal requirements, and authorizing both the Preliminary and Final Assessment Resolutions. This ensures that the funding mechanism remains transparent, equitable, and sufficient to support the City's fire protection services.

PROPOSED FY2027 FIRE ASSESSMENT RATES

City Council approved the inclusion of a 3% rate increase in the FY2027 budget during the **July 7, 2026, Budget Workshop**, based on recommendations from Stantec and City Staff.

This 3% increase to the Fire Protection Assessment for Fiscal Year 2027 will support

ongoing Fire Department operations and capital improvements. The assessment, adopted under Ordinance 20-2006 and compliant with Florida Statutes, is levied annually on benefited parcels within city limits.

The assessment is projected to generate approximately $4.08 million in gross revenue, funding about 41% of the Fire Department's FY2027 budget. The current and proposed assessment rates are as follows:

Fiscal Year 2026:

Benefit Tier	Equivalent Benefit Unit (EBU)	Applicable to	Rate per EBU	Maximum Rate per EBU
Residential total assessment	Per Dwelling Unit	Improved non-exempt residential parcels	$257.47	$306.12
Non-residential: Response Readiness Availability	Improved Property - Per parcel • Un-improved Property - Per parcel or parcel equivalent (Parcel EBU)	All improved and Un-improved non-exempt parcels	$182.04	$216.45
Protection from Loss of Structures	Per $5,000 of structure value, rounded down to the nearest $5,000. (Structure EBU)	Improved non-exempt parcels	$11.40	$13.55

The proposed Fiscal Year 2027 rate is set forth below:

Benefit Tier	Equivalent Benefit Unit (EBU)	Applicable to	Rate per EBU	Maximum Rate per EBU
Residential total assessment	Per Dwelling Unit	Improved non-exempt residential parcels	$265.19	$306.12
Non-residential: Response Readiness Availability	Improved Property - Per parcel • Un-improved Property - Per parcel or parcel equivalent (Parcel EBU)	All improved and Un-improved non-exempt parcels	$187.50	$216.45
Protection from Loss of Structures	Per $5,000 of structure value, rounded down to the nearest $5,000. (Structure EBU)	Improved non-exempt parcels	$11.74	$13.55

Historical rate adjustments from fiscal years 2017-2026 are shown in the table below:

Fiscal Year	Rate Increase	% of Fire Budget

	Funded
FY20173%	-
FY20185%	-
FY20193%	43%
FY20203%	42%
FY20213%	44%
FY20223%	43%
FY20233%	39%
FY20243%	37%
FY20253%	36%
FY20263%	*~39% (estimated budget @ 95%)*

This assessment complies with Florida Statutes **§197.3632**, relevant case law, and the City's adopted Ordinance. Required exemptions are applied to:

- Public schools and government-owned parcels
- Water bodies, rights-of-way, buffers
- Wetlands and other exempted lands by law or agreement

EMS-related costs are excluded from this assessment, in accordance with case law prohibiting the inclusion of non-fire rescue services in fire assessments.

NEXT STEPS

1. **August 11, 2026** – City Council considers approval of the Preliminary Assessment Resolution.
2. **August 25, 2026** – City Council holds a Public Hearing to consider the Final Assessment Resolution.
3. **September 8, 2026** – Deadline to transmit the final assessment roll to Brevard County for inclusion on the tax bills.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

The total gross revenue in FY2027 from this proposed fire protection assessment is estimated to be $4.3 million, **which is ~44%** of the FY2027 proposed budgeted fire protection services. Fire assessment budgeted at 95%, $4.08 million dollars, **which is ~42%** of the FY2027 proposed budgeted fire protection services.

PREVIOUS ACTION:

On May 9, 2006, the City Council approved Ordinance 20-2006 that adopted a fire protection

assessment to partially fund the provision of fire protection and first response medical services to properties within the City.

In reliance upon the Ordinance, the City Council has approved an annual fire assessment to fund a portion of the annual Fire Department budget since 2006.

RECOMMENDED MOTION:

Approve the Preliminary Assessment Resolution 2026-061 for Fire Protection, for Fiscal Year 2027.

CITY OF COCOA, FLORIDA

FIRE PROTECTON ASSESSMENT
PRELIMINARY ASSESSMENT RESOLUTION

RESOLUTION NO. 2026-061

ADOPTED AUGUST 11, 2026

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RESOLUTION No. 2026-061

A RESOLUTION OF THE CITY COUNCIL OF COCOA, FLORIDA, RELATING TO THE DELIVERY AND FUNDING OF FIRE PROTECTION SERVICES AND FACILITIES WITHIN THE CITY; PROVIDING FOR THE IMPOSITION OF NON-AD VALOREM SPECIAL ASSESSMENTS PURSUANT TO ORDINANCE 20-2006 WITHIN THE ENTIRE AREA OF THE CITY TO FUND FIRE PROTECTION SERVICES AND FACILITIES; ESTABLISHING FIRE ASSESSMENT RATES FOR CITY FISCAL YEAR 2026/2027; DIRECTING THE CITY MANAGER TO PREPARE A PRELIMINARY ASSESSMENT ROLL; ESTABLISHING A PUBLIC HEARING TO CONSIDER IMPOSITION OF THE PROPOSED SPECIAL ASSESSMENTS; DIRECTING THE PROVISION OF NOTICE IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AS FOLLOWS:

ARTICLE I

INTRODUCTION

SECTION 1.01. AUTHORITY. This Resolution of the City of Cocoa, Florida is adopted pursuant to City Ordinance No. 20-2006, Sections 166.021, 166.041 and 197.3632, Florida Statutes, and other applicable provisions of law.

SECTION 1.02. DEFINITIONS. This Resolution constitutes the Preliminary Rate Resolution as defined in the Assessment Ordinance. All capitalized words and terms not otherwise defined herein shall have the meaning set forth in the Assessment Ordinance. As used in this Resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires.

"Assessed Property" means all Parcels of land included on the Assessment Roll that receive a special benefit from the delivery of the fire protection services, programs or facilities identified or contemplated in this Resolution and included in the Assessment Roll.

"Assessment Study" means the City of Cocoa FY 2016 Fire Protection Assessment Study, dated August 5, 2015, as updated by the FY 2017 Fire Protection Assessment Study, dated July 25, 2016, prepared by Burton & Associates, as updated by the Technical Memorandums prepared by Stantec, dated August 4, 2017, August 9, 2018, August 6, 2019, August 18, 2020, July 27, 2021, July 26, 2022, July 12, 2023, July 11, 2024, July 17, 2025, and July XX, 2026 as may be further amended in writing.

"Assessment Ordinance" means City Ordinance No. 20-2006, as may be amended from time to time, or its successor in function.

"City" means the City of Cocoa, Florida.

"City Clerk" means the clerk of the City Council.

"City Manager" means the chief administrative officer of the City, designated by the City Council to be responsible for coordinating Fire Protection Assessments or such person's designee.

"City Council" means the governing body of the City of Cocoa, Florida.

"Fiscal Year" means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year for the City.

"Tax Parcel" or "Parcel" means a parcel of property to which the Brevard County Property Appraiser has assigned a distinct ad valorem property tax identification number.

"Tax Roll" means the real property ad valorem tax roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

"Uniform Assessment Collection Act" means Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

SECTION 1.03. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Resolution. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

SECTION 1.04. FINDINGS. In addition, and supplemental to the findings adopted by the City Council in Ordinance No. 20-2006, it is hereby ascertained, determined and declared as follows:

(A) The constant preparedness to provide fire protection services, facilities and programs possesses a logical relationship to the use and enjoyment of real property by: (1) preserving and/or enhancing property values, marketability and ability to develop for all parcels; (2) protecting the value of the improvements and structures through the continual availability of fire control and provision of fire protection and associated rescue services; (3) protecting the life and safety of intended occupants in the use and enjoyment of real property; (4) lowering the cost of fire insurance by the presence of a professional and comprehensive fire protection and associated rescue program within the City; (5) providing protection for uninsured or underinsured property and property owners; and (6) containing the spread of fire incidents, sometimes occurring on unimproved property, with the potential to spread and endanger the value, structures and occupants of nearby property, thereby limiting liability.

(B) The City Council has carefully considered the Assessment Study which describes an apportionment methodology based upon the benefit conveyed by readiness-to-serve availability of fire protection service provided by the City to all parcels (improved and unimproved), and an additional benefit that this availability of service provides to improved property by the protection from the loss of the structures on

improved parcels through the ability to obtain insurance at attractive rates and the ability of the City to respond to and suppress a fire, and has considered the recent decision of the Florida Supreme Court, Morris v. City of Cape Coral, 163 So. 3d 1174 (Fla. 2015), which upheld a similar methodological approach recommended by Burton & Associates that apportioned costs based on the general availability of fire protection services to all property owners in tier 1, and in tier 2, provided the additional benefit to improved property owners of protecting structures from damage.

(C) Readiness to serve apportionment is based upon the premise that real property receives a substantial benefit from the mere presence and availability of on-call fire protection services and facilities. Such benefit is independent of, and enjoyed even in the absence of, a call or need for actual service. A given Tax Parcel is benefited over time by that availability alone, even when that Tax Parcel does not generate a call for service, through increased value and marketability, development potential, heightened use and enjoyment of the property, and reduced insurance premiums.

(D) The City expends substantial and measurable resources each year in maintaining a constant state of availability, readiness and preparedness which is the primary function of the Fire Department. Preparedness costs are generally those incurred in providing the personnel, operations and facilities necessary for continual, around-the-clock readiness to serve fire protection. Aside from annual inflationary adjustments and atypical expenditures necessitated in a given budget cycle, such costs remain relatively

static and unchanged from year to year and are therefore predictable with accuracy across consecutive budget cycles. Preparedness costs are not determined by the nature of an actual fire event or the whether a Tax Parcel is improved or un-improved and are incurred even when the department remains on standby.

(E) Preparedness costs associated with readiness to serve will be incurred without regard to the nature, extent or duration of actual deployments, or the improved or un-improved status of an individual Tax Parcel, and logically apply to every Tax Parcel (or parcel equivalent for un-improved parcels) of real property in the City. However, in the City's current fire assessment rate structure, residential properties are assessed an equal amount per dwelling unit and it was determined to maintain that same feature in the proposed assessment rate structure. Therefore, it was determined that residential dwelling units share in the preparedness costs equally per dwelling unit. Un-improved parcels are converted to parcel equivalents, or parcel equivalent benefit units (parcel EBUs) by dividing the subject parcel's acreage by the average size of improved parcels of the same property class. Preparedness costs are logically related to the number of Tax Parcels/Dwelling Units/parcel EBUs) which, in the aggregate, define the geography of the City and establish the basic service area within which the City must ensure preparedness and readiness to serve. Such preparedness costs are equitably and reasonably shared by all Tax Parcels/Dwelling Units /parcel EBUs on an equal basis since each Tax

Parcel/Dwelling Unit /parcel EBU benefits in a substantially similar degree from the readiness to serve aspect of such costs.

(F) All Tax Parcels/Dwelling Units/parcel EBUs within the City receive a substantially similar special benefit from the availability of fire protection services and facilities provided by the City, because the fire protection resources are maintained throughout the City at the same state of response readiness and availability to all Tax Parcels/Dwelling Units/parcel EBUs.

(G) The City maintains its fire protection resources at a level that provides a response readiness condition to respond to calls for service throughout the City at relatively equal levels of service. When needed, responses are made to calls for service without discrimination as to the property type, location within the City, or any other factors specific to the property requiring the service.

(H) Therefore, all properties, improved and unimproved, receive a special benefit from the very availability of the City's fire protection services and facilities, and improved Tax Parcels also receive an additional special benefit in the protection from the loss of structures on the property afforded by 1) the ability to obtain fire insurance at attractive rates, and 2) the availability of the fire protection services provided by the City to actually suppress a fire and protect the structure(s) on the property from damage and/or loss. The special benefits provided to all Tax Parcels/Dwelling Units/parcel EBUs,

improved and unimproved, by the availability of fire protection services and facilities provided by the City include but are not limited to:

(1) Availability of immediate response to fire,

(2) First responder medical aid to protect the life and safety of occupants,

(3) Containment of liability for emergency incidents on the subject Tax Parcels and the spread of fires to other property,

(4) Enhanced property value, and

(5) Enhanced marketability of and/or ability to develop property.

(I) In addition to the above special benefits that are conferred upon all Tax Parcels/Dwelling Units/parcel EBUs in the City, additional benefits are conferred upon improved Tax Parcels including protection from the loss of structures on the property due to fire by virtue of:

(1) The ability to obtain fire insurance and to obtain that insurance at attractive rates because of the availability of fire protection service, and

(2) Protection of loss of structures provided by the availability of fire suppression service provided by the City.

(J) Accordingly, the apportionment methodology described in the Assessment Study recognizes two tiers of benefit: Tier 1, the simple availability of fire protection service which is available equally without discrimination to all Tax Parcels/Dwelling

Units/parcel EBUs of all types within the City by virtue of the continued state of readiness to provide fire protection service that is maintained by the City, and Tier 2, the protection from the loss of structures on the property provided by the availability of fire protection service by the ability to obtain fire insurance, and the continued state of readiness maintained by the City so that when actual calls for service are received the City can provide fire suppression service to protect property owners from the loss of structures on their property. As with the Tier 1 readiness costs, the Tier 2 costs for the structure value on all improved residential parcels is allocated equally per dwelling unit to all dwelling units on those parcels; thus, the combined Tier 1 costs per dwelling unit plus the Tier 2 costs per dwelling unit result in a uniform, equal assessment rate per dwelling unit for all dwelling units on improved residential parcels.

(K) The fixed, non-discretionary costs of the Fire Department comprising Tier 1 are generally the personnel costs that must be incurred independent of the number of calls for service (which are total personnel costs less the portion of personnel costs involved in actually responding to calls for service) plus lease payments and capital expenses. The Assessment Study has determined that such Tier 1 costs represent approximately 60% of total fire protection costs.

(L) Tier 2 costs associated with protection from loss of structures on property include all other costs that are not included in Tier 1. Such Tier 2 costs include the portion of personnel costs involved in actually responding to calls for service, plus other costs

that are incurred relative to variable drivers such as fuel, equipment maintenance, and other operating costs. The Assessment Study has determined that such Tier 2 costs represent approximately 40% of total fire protection costs.

(M) Improved properties benefit from the protection from loss of the structures on the Tax Parcels. The protection from the loss of the structures due to fire is best represented by the protection from the loss of the investment in the structure(s) or the avoidance of the cost of replacing the structure(s) on the property. This protection from loss is conferred on such Tax Parcels by the availability of the fire protection services provided by the City either through the ability to obtain fire insurance or by the ability of the City to provide actual fire suppression services, whether or not a request for service is ever received.

(N) The actual investment or replacement cost of the structure(s) on the Tax Parcels in the City is not readily available and would require inordinate resources to determine and maintain over time. However, the structure values on tax parcels analyzed annually pursuant to state law and kept in the County Property Appraiser's database are readily available and are the best data reasonably available as a surrogate representation of the relative investment or replacement cost of structures on each Tax Parcel in the City as compared to the investment or replacement cost of structures on all Tax Parcels in the City. Therefore, it is appropriate to apportion the costs associated with

Tier 2 based upon the relative value of structures on improved Tax Parcels as contained in the Property Appraiser's database.

(O) Apportionment associated with Tier 2 based upon structure value inherently addresses the higher and proportionate benefit accruing to properties facing potentially greater financial loss in the event of fire incident and is a direct and logical means to allocate the costs and benefits of fire protection services and facilities associated with Tier 2.

(P) Besides cost and efficiency advantages associated with relying upon a publicly maintained database for apportionment metrics, a methodology utilizing structure value is advantageous because it is uniform across all Tax Parcels in its application of value as a proxy for measuring and allocating the relative benefit conveyed to each improved Tax Parcel. Tax Parcels with similar structure value are assessed with proportionate fairness, and the methodology provides an internal system of controls which is self-correcting in that valuation may change over time according to improvements, redevelopment and other factors and such changes in value will be addressed automatically each subsequent year in accordance with the latest structure value determined by the Property Appraiser. In Morris v. City of Cape Coral, 163 So. 3d 1174, 1179 (Fla. 2015), the Florida Supreme Court found that the "use of property appraiser's structure value is reasonable because the property appraiser is statutorily required to use replacement cost to determine this value."

(Q) Utilizing improvement value as one factor among several considered in a given methodology is fair, reasonable and equitable since the resulting assessments form a logical valuation base against which the special benefits and costs may be multiplied or determined.

(R) In the City's current fire assessment rate structure, residential properties are assessed an equal amount per dwelling unit. It was determined to maintain that same feature in the proposed assessment rate structure. Therefore, the assessment rate per residential dwelling unit was calculated as the sum of the Tier 1 costs for all improved residential parcels plus the Tier 2 costs for all residential parcels divided by the total number of dwelling units on all improved residential parcels to derive the average assessment per dwelling unit.

(S) The two-tiered apportionment methodology relies upon the property database maintained by the Property Appraiser in the normal course of performing his or her constitutional responsibilities. The database indicates the number of Tax Parcels within the City, each Tax Parcel's status as improved or unimproved, and the structure or improvement value associated with each. The number of Tax Parcels and structure value are updated by the Property Appraiser as properties within the City develop or combine, split or subdivide. Therefore, the fire assessments will be essentially self-correcting as the assessment roll is updated each year and unimproved Tax Parcels upon which structures have been constructed are reclassified as improved Tax Parcels and their

assessments are adjusted accordingly. Furthermore, this database can be accessed from year to year without extraordinary effort or cost to the City and provides a stable, reliable, reasonably accurate and cost-effective basis for annual administration and updating of the assessment program.

(T) Use of such publicly maintained data avoids duplication of efforts and the ongoing expenses associated with the City developing and maintaining apportionment metrics on its own, thereby resulting in cost-efficient administration and use of public resources. The City avoids expending substantial resources in determining the factors upon which the methodology is based and administered over time because it relies upon the database developed, compiled and maintained by the Property Appraiser each year during the course of performing his or her constitutional responsibilities, at no additional cost to the Property Appraiser or the taxpayers of the City.

(U) Furthermore, if the owner of Assessed Property owner felt in any given year that the benefit to their Tax Parcel was inequitable, there is an appeal process already in place and administered by the countywide value adjustment board by which to seek remedy. If the value adjustment board or Property Appraiser, through existing statutory procedures, reduces the structure valuation associated with a given Tax Parcel, the fire assessment would likewise be reduced, automatically, as the annual assessment roll is updated with no further effort required by the property owner - an additional example of the self-correcting, equitable and cost-efficient nature of the methodology.

Additionally, the City has also established an administrative appeal process to hear inequitable claims made by an owner of vacant Assessed Property pursuant to Resolution No. 2013-143.

(V) The City is not required to fully fund any given essential service or improvement cost through a special assessment. So long as the application of funds is for a public purpose and funds are legally available, the City may determine to fund all or a portion of an essential service or improvement, such as fire protection services and facilities, with general fund or other legally available revenues. The determination as to whether to contribute such other legally available revenues, and how much to contribute, lies solely in the discretion of the City Council.

(W) Stated in the alternative, there is no requirement that the City impose an assessment for the maximum amount of the budget which can be funded by special assessments. The City Council may annually determine as a matter of public policy and tax equity to impose Fire Protection Assessments at a rate less than necessary to fund all or any specific portion of the Fire Protection Assessed Costs. Costs incurred in providing fire protection services and facilities not otherwise funded through Fire Service Assessments may be paid with general fund or other legally available revenues. Such legally available revenues as a matter of policy may be applied exclusively to any tier or class of budget allocation or expense otherwise funded by a special assessment, in part to one tier or class of any budget allocation or expense, or in any combination thereof, and maintain the

validity of the apportionment. The flexibility is implemented through a policy and legislative determination employed through careful adherence to case law, statutory law, and the State Constitution, as well as the exercise of annual budget responsibility, discretion and equity vested in the City Council. However, in no event shall any annual rate of Fire Protection Assessment exceed the maximum assessment rate previously noticed to the affected land owners without further notice and public hearing pursuant to the Assessment Ordinance.

(X) The findings and legislative determinations contained herein are premised upon information, input, analysis and review from City staff, officials and experts, and public comment, as well as careful consideration by the City Council. A combination of the foregoing yields a reasoned apportionment methodology premised upon the two distinct tiers or classes of apportionment allocation described herein. The two tiers, when used together, provide a legal, flexible and equitable means for the City to fairly and reasonably allocate assessable benefits and costs among Assessed Property in the City.

(Y) The apportionment among Tax Parcels of a portion of the City's annual budget for fire protection services, facilities and programs necessary for providing the continual readiness to provide fire protection is hereby determined to be a fair and reasonable means to annually allocate and share the benefits and costs associated therewith.

(Z) The benefits derived from the continual readiness to provide fire protection services, facilities and programs as to each Tax Parcel subject to the Fire Service Assessments

equal or exceed the amount of the special assessments levied and imposed hereunder. The Assessment for any Tax Parcel within the City in employing such an approach also does not exceed the proportional benefits that such Tax Parcel will receive compared to any other Tax Parcel so assessed within the City.

(AA) The City Council hereby finds and determines that the Fire Protection Assessments to be imposed in accordance with this Resolution provide a proper and equitable method of funding fire protection services and facilities by fairly and reasonably allocating a portion of the costs associated therewith among specially benefited property.

(BB) The City Council also recognizes and finds that the City of Cocoa's fire assessment was recently validated on August 18, 2016 by the Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida in case No. 05-2016-CA-025719 for purposes of securing funding for the construction of three new fire stations, and the City Council continues to rely on said validation for purposes of levying the Fire Protection Assessments to be imposed in accordance with this Resolution.

ARTICLE II

NOTICE AND PUBLIC HEARING

SECTION 2.01. ESTIMATED FIRE PROTECTION ASSESSED COST.

(A) The estimated Fire Protection Assessed Cost to be recovered through Fire Protection Assessments for the Fiscal Year commencing October 1, 2026, is approximately

$4.08 million. The Fire Protection Assessed Cost will be funded through the imposition of Fire Protection Assessments, as provided herein.

(B) The City Manager shall utilize the assessment rates associated with Tier 1 and Tier 2 of the Fire Protection Assessments as described in this Preliminary Assessment Resolution in the preparation of the preliminary Assessment Roll as provided in Section 2.02 of this Preliminary Assessment Resolution.

SECTION 2.02. ASSESSMENT ROLL. The City Manager is hereby directed to prepare, or cause to be prepared, a preliminary Assessment Roll for Fire Protection Assessments for the Fiscal Year commencing October 1, 2026, in the manner provided in Section 2.03 of the Assessment Ordinance. The Assessment Roll shall include all Tax Parcels within the City which are not otherwise exempted from payment of the Fire Protection Assessments hereunder. The City Manager shall apportion the estimated Fire Protection Assessed Cost to be recovered through Fire Protection Assessments in the manner set forth in this Preliminary Assessment Resolution. A copy of this Preliminary Assessment Resolution, the Assessment Study which summarizes information and analysis related to the estimated amount of the Fire Protection Assessed Cost to be recovered through the imposition of Fire Protection Assessments, and the preliminary Assessment Roll shall be maintained on file in the office of the City Clerk and open to public inspection. The foregoing shall not be construed to require that the preliminary Assessment Roll be in printed form if the amount of the Fire Protection Assessment for

each parcel of property can be determined by the use of a computer terminal or internet access available to the public.

SECTION 2.03. PUBLIC HEARING. There is hereby established a public hearing to be held at 6:00 p.m. or soon thereafter on August 25, 2026 in City Council Chambers of City Hall, 65 Stone Street, Cocoa, FL 32922, at which time the City Council will receive and consider any comments on the Fire Protection Assessments from the public and affected property owners and consider imposing Fire Protection Assessments and authorizing an alternative manner of collection.

SECTION 2.04. NOTICE BY PUBLICATION. The City Manager shall direct the publication of notice of the public hearing authorized by Section 2.03 hereof in the manner and time provided by the Assessment Ordinance. The notice shall be published no later than twenty days before the hearing, which is on or about August 5, 2026, in substantially the form attached hereto as Appendix A. The City Council acknowledges that this notice was published by the City Manager prior to the adoption of this Resolution.

SECTION 2.05. NOTICE BY MAIL, IF NECESSARY. To the extent that the City Manager determines that the mailing of notice of the public hearing authorized by Section 2.03 is required for certain Assessed Property, in the manner and time provided by the Assessment Ordinance, the notice shall be mailed no later than twenty days

August 5, 2026, before the hearing, in substantially the form previously approved by the City Council as Appendix B to the 2015 Preliminary Resolution.

ARTICLE III

ASSESSMENTS

SECTION 3.01. FIRE PROTECTION ASSESSMENTS TO BE IMPOSED THROUGHOUT CITY. Fire Protection Assessments are to be imposed throughout the entire area contained within the boundaries of the City in accordance with the Assessment Ordinance and the Final Assessment Resolution.

SECTION 3.02. IMPOSITION OF ASSESSMENTS. Fire Protection Assessments shall be imposed against property located within the City, the annual amount of which shall be computed for each Tax Parcel in accordance with this Article III. When imposed, the Fire Service Assessment for each Fiscal Year shall constitute a lien upon Assessed Property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments until paid, as provided in the Assessment Ordinance and in accordance with Florida law.

SECTION 3.03. APPORTIONMENT.

(A) The Assessment Study is hereby ratified and incorporated herein in its entirety. The apportionment method set forth therein is hereby ratified as the apportionment method for the Fire Protection Assessments authorized by this

Resolution. The City Manager is hereby authorized and directed to prepare a preliminary Assessment Roll for Fiscal Year 2026-2027 based on the following rate schedule:

Benefit Tier	Equivalent Benefit Unit (EBU)	Applicable to	Rate per EBU	Maximum Rate per EBU
Residential total assessment	Per Dwelling Unit	Improved non-exempt residential parcels	$265.19	$306.12
Non-residential: Response Readiness Availability	• Improved Property - Per parcel • Un-improved Property - Per parcel or parcel equivalent (Parcel EBU)*	All improved and un-improved non-exempt parcels	$187.50	$216.45
Protection from Loss of Structures	Per $5,000 of structure value (Structure EBU) rounded down to the nearest $5,000.	Improved non-exempt parcels	$11.74	$13.55

* The minimum size per parcel equivalent was determined to be 5 acres based upon an evaluation of the range of size of developed parcels. Thus, it was determined that un-improved properties will be converted to EBU by rounding down the acreage of the parcel to the nearest 5 acres and dividing by 5 acres/EBU to determine the number of EBUs for the parcel.

(B) The Maximum Assessment Rate for the residential and non-residential assessment set forth in the rate schedule were previously approved by the City Council by Resolution No. 2015-057 and are hereby being restated and shall continue to be the maximum rate for this next and all subsequent City fiscal years until otherwise modified by the City Council.

(C) Based upon the projections concerning net revenue requirements set forth in the Assessment Study, the Assessment Roll for subsequent Fiscal Years may reflect increases in the assessment rates up to and including the maximum rates presented in the rate schedule in Section 3.03.(A).

(D) The amount of the annual Fire Protection Assessment imposed against Assessed Property may include a pro rata share of the costs and expenses associated with collection and administration of the Fire Protection Assessments each year.

(E) It is hereby ascertained, determined, and declared that the method of determining the Fire Protection Assessments as set forth in this Preliminary Assessment Resolution is a fair and reasonable method of apportioning the Fire Protection Assessed Cost among Assessed Property.

SECTION 3.04. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the City from the Fire Protection Assessments shall be utilized for the provision of fire protection services and facilities. In the event there is any fund balance remaining at the end of the 2026-2027 Fiscal Year, such balance shall be carried forward and thereafter used only to fund fire protection related services, facilities, improvements and programs.

SECTION 3.05. COLLECTION OF ASSESSMENTS. Fire Protection Assessments for the 2026-2027 Fiscal Year shall be collected pursuant to the direct billing method provided for in the Assessment Ordinance, and each year thereafter pursuant to the Uniform Assessment Collection Act as provided for in the Assessment Ordinance, unless otherwise determined by the City Council.

SECTION 3.06. EXEMPTION.

(A) Tax Parcels assigned the following Florida Department of Revenue property use codes (DOR codes) by the Property Appraiser are not subject to the Fire Protection Assessment contemplated hereunder; provided, however, that the costs associated with the exemption of such Tax Parcels shall be funded through other legally available revenues of the City and not through Fire Protection Assessments imposed hereunder.

DOR Code	DOR Description	Parcel Count
465	CONDOMINIUM - MISCELLANEOUS (NOT COVERED	59
499	NON-TAXABLE CONDOMINIUM COMMON AREA	60
8010	SCHOOL (PUBLICLY OWNED) - VACANT	1
8020	COUNTY OWNED LAND - VACANT (THAT DOES	5
8040	HOUSING AUTHORITY - VACANT	13
8060	STATE OWNED LAND - VACANT (THAT DOES NOT	15
8080	MUNICIPALLY OWNED LAND - VACANT (THAT	78
8300	SCHOOL (PUBLICLY OWNED) - IMPROVED	7
8400	COLLEGE	1
8610	COUNTY OWNED LAND - IMPROVED (THAT DOES	6
8640	BREVARD COUNTY-OWNED (AGENCY OTHER THAN	1
8660	HOUSING AUTHORITY - IMPROVED	37
8710	STATE OWNED LAND - IMPROVED (THAT DOES	4
8810	FEDERALLY OWNED LAND - IMPROVED (THAT	1
8910	MUNICIPALLY OWNED LAND - IMPROVED (THAT	33
9105	LOCALLY-ASSESSED RAILROAD PROPERTY	14
9170	WATER & SEWER SERVICE	3
9400	RIGHT OF WAY STREET, ROAD, ETC - PUBLIC	-
9410	RIGHT OF WAY STREET, ROAD, ETC - PRIVATE	1
9499	ASSESSMENT ARREARS	-
9500	RIVERS AND LAKES	1
9510	SUBMERGED LANDS	2

In addition, the following are exempt from the fire protection assessments: (i) cemeteries; and (ii) and vacant (un-improved) parcels that contain jurisdictional wetlands, but only

for the portion of the parcels that are jurisdictional wetlands as those portions do not receive material benefit from fire protection service.

(B) Tax Parcel classifications indicative of special designations used by the Property Appraiser for recordkeeping purposes which do not represent actual or assessable Tax Parcels are not subject to the Fire Protection Assessments contemplated hereunder (e.g. header records).

(C) Notwithstanding anything herein to the contrary, the City Council reserves the right and ability in the future to impose Fire Protection Assessments against Tax Parcels determined to be exempt hereunder to the extent permitted by law or otherwise in the event required or directed to do so by a court of competent jurisdiction.

ARTICLE IV

GENERAL PROVISIONS

SECTION 4.01. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict. However, nothing herein is intended to repeal or modify the administrative appeal process for vacant (unimproved) land which is set forth in Resolution No. 2013-143. Upon adoption of the 2026/2027 Final Assessment Resolution, Resolution No. 2013-143 shall be deemed supplemental to the 2026/2027 Final Assessment Resolution subject to severability as set forth in Section 3(b) of Resolution No. 2013-143.

SECTION 4.02. SEVERABILITY. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

SECTION 4.03. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED on this 11th day of August 2026.

CITY COUNCIL OF
COCOA, FLORIDA

By: _____
Michael C. Blake, Mayor

Attest:

By: _____
Monica Arsenault, City Clerk

To Be Published on or before August 5, 2026

NOTICE OF HEARING TO ADOPT NON-AD VALOREM FIRE PROTECTION ASSESSMENT RATES

Notice is hereby given that the City Council of the City of Cocoa, Florida, will conduct a public hearing to consider adopting updated Fire Protection Assessment non-ad valorem assessment rates to continue funding the provision of Fire Protection Services to properties within the City pursuant to Ordinance 20-2006 previously adopted by the City Council in 2006. The proposed updated rates will not exceed the maximum rate per EBU previously adopted by the City Council. The City Council may continue hearings on the matter and the date and time for continuance shall be announced at the public hearing without further written notice of the continued hearing to the public. The decision on whether to impose the assessment will be made either at this public hearing at the time and date listed below or at a continuance of the public hearing to be held, if necessary. Note: The proposed assessment, if adopted, will replace the current Fire Protection Assessment and will not be in addition to the current Fire Protection Assessment. Additionally, the City's Fire Protection Assessment was previously validated and held to be lawful by the Circuit Court of the Eighteenth Judicial Circuit, Florida, in Case No. 05-2016-CA-025719.

The public hearing will be held on August 25, 2026, at 6:00 PM or soon thereafter, at the Council Chambers, 65 Stone St., Cocoa, FL 32922, for the purpose of considering approval of the Final Assessment Resolution and receiving public comment on the proposed assessment. All affected property owners have a right to attend and speak at the hearing and to file written objections and/or comments with the City Council within 20 days of this notice. If a person decides

to appeal any decision made by the City Council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's Office at (321) 433-8488 at least two days prior to the date of the hearing.

The non-ad valorem assessment will fund a portion of the cost of the provision of essential services relating to fire protection service within the City. A more specific description of the services is set forth in the Preliminary and Final Assessment Resolutions being considered for adoption by the City Council pursuant to Ordinance 20-2006. Copies of the above-referenced Ordinance, Resolutions, and the non-ad valorem assessment roll are on file with and may be viewed during normal business hours at the Office of the City Manager or at the Office of the City Clerk, both located at 65 Stone Street, Cocoa, FL 32922.

Upon authorization of the non-ad valorem Fire Protection Assessment for fiscal year 2026/2027 and thereafter, the fire protection non-ad valorem assessment will be billed by and collected by the Brevard County Tax Collector on the ad valorem tax bill to be mailed in November. In accordance with the tax bill collection method authorized by Section 197.3632, Florida Statutes, failure to pay this or any non-ad valorem assessment will cause a tax certificate to be issued against the property which may result in a loss of title to real property that is subject to the non-ad valorem assessment.

For the purpose of this non-ad valorem assessment, benefited parcels are all parcels within the City limits of the City of Cocoa except for Brevard County public schools, governmental

parcels, rivers, lakes, rights-of-way/buffers and other properties exempted by law, agreement, or other lawful action of the City Council. In addition, parcels, or portions thereof, that are jurisdictional wetlands are exempt from the assessment. For the purposes of this assessment, the assessment for benefited parcels shall be determined based upon the availability of fire/rescue service to all parcels and the protection from loss of structures on improved parcels and the rate schedule is as follows:

Benefit Tier	Equivalent Benefit Unit (EBU)	Applicable to	Rate per EBU (1)	Maximum Rate per EBU
Residential total assessment	Per Dwelling Unit	Improved non-exempt residential parcels	$265.19	$306.12
Non-residential: Response Readiness Availability	• Improved Property - Per parcel • Un-improved Property - Per parcel or parcel equivalent (Parcel EBU)	All improved and un-improved non-exempt parcels	$187.50	$216.45
Protection from Loss of Structures	Per $5,000 of structure value, rounded down to nearest $5,000. (Structure EBU)	Improved non-exempt parcels	$11.74	$13.55

(1) Parcel EBU is the Tier 1 equivalent benefit unit representing a parcel for improved parcels and a parcel equivalent (EBU) for un-improved parcels. Un-improved parcel EBUs are determined by rounding down the acreage of the parcel to the nearest 5 acres and dividing by 5 acres to determine the number of EBUs for the parcel.

In addition, annual adjustments to this assessment, including increases, may be implemented and the maximum assessment rates presented above are authorized to provide sufficient future revenues (in addition to other legally available funds) to provide fire/rescue services at appropriate levels of service including, but not limited to, providing continued availability of fire insurance at favorable rates, protection from loss of property due to fire, and

preservation of property values by virtue of the availability of fire/rescue services provided by the City of Cocoa. The total amount of revenue to be collected by the City of Cocoa in FY 2025/2026 under the non-ad valorem assessment program is estimated to be approximately $4.08 million.

If you have any questions, please contact Christi Grant, Deputy Finance Director, at (321) 433-8606, Monday through Friday between 8:00 a.m. and 5:00 p.m.

[INSERT MAP OF THE CITY OF COCOA]

CITY COUNCIL
CITY OF COCOA, FLORIDA

APPENDIX B

FORM OF NOTICE TO BE MAILED

(date)

(City

(property owner's name/address – Col B)
(property owner's name/address – Col C)
(property owner's name/address – Col D)
(property owner's name/address – Col E)
(property owner's name/address – Col F)
(property owner's name/address – Col G)

Fire Protection Assessment Hearing Notice

PLEASE NOTE: THIS IS NOT A BILL

RE: PARCEL NO.: (parcel number - Col A) (parcel address – Col H)

Dear Property Owner:

This is a notice to inform you that the Cocoa City Council will conduct a public hearing to consider adopting updated Fire Protection Assessment rates to continue funding the provision of Fire Protection Services to properties within the City pursuant to Ordinance 20-2006 previously adopted by the City Council in 2006.

BACKGROUND: The City of Cocoa has funded fire protection and first response medical services ("rescue") for its citizens through a non-ad valorem assessment since 2006. The City updated its assessment methodology and altered the non-ad valorem assessment rates based on a study prepared by the City's consultant, Burton & Associates ("Study"), which methodology and rates were adopted by Resolution 2015-057 on September 8, 2015. Updated annual studies have also been prepared by the consultant and approved by the City Council ("Updated Studies"). The Updated Studies do not modify the assessment methodology or maximum assessment rate previously approved by the City Council pursuant to Resolution 2015-057. Additionally, the City Fire Protection Assessment was previously validated and held to be lawful by the Circuit Court of the Eighteenth Judicial Circuit, Florida in Case No. 5-2016-CA-025719.

HEARING: You are hereby notified that the City Council of the City of Cocoa, Florida will conduct a public hearing to adopt an updated non-ad valorem assessment. The City Council may continue hearings on the matter and the date and time for continuance shall be announced at the public hearing without further written notice of the continued hearing to the public. The decision on whether to impose the assessment will be made either at this public hearing at the time and date listed below or at a continuance of the public hearing to be held, if necessary.

> **Note: The proposed assessment, if adopted, will replace the current Fire Protection Assessment and will not be in addition to the current Fire Protection Assessment.**

The public hearing will be held on August 25, 2026, at 6:00 PM or soon thereafter at the Council Chambers, 65 Stone Street, Cocoa, FL 32922. All affected property owners have a right to attend and speak at the hearing. You may also file written objections and/or comments with the City Council within twenty (20) days of the date of this notice. If a person decides to appeal any decision made by the City Council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

PURPOSE: The non-ad valorem assessment will continue to fund a portion of the cost of the provision of essential services relating to fire protection service within the City. A more specific description of the services is set forth in the Preliminary and Final Assessment Resolutions being considered for adoption by the City Council pursuant to Ordinance 20-2006 and the aforementioned Study. Copies of the above-referenced Ordinance, Resolutions, Study,

Updated Studies, the Circuit Court Validation, and the non-ad valorem assessment roll are on file with and may be viewed during normal business hours at the Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922.

Upon authorization of the non-ad valorem Fire Protection Assessment for fiscal year 2026/2027 and thereafter, in accordance with the tax bill collection method authorized by Section 197.3632, Florida Statutes, failure to pay this or any non-ad valorem assessment will cause a tax certificate to be issued against the property which may result in a loss of title to your real property that is subject to the non-ad valorem assessment.

APPORTIONMENT METHOD AND RATES: For the purpose of this non-ad valorem assessment, benefited parcels are all parcels within the City limits of the City of Cocoa except for Brevard County public schools, governmental parcels, rivers, lakes, right-of-way/buffers and other properties exempted by law, agreement or other lawful action of the City Council. In addition, parcels, or portions thereof, that are jurisdictional wetlands are exempt from the assessment. For the purposes of this assessment, the assessment for benefited parcels shall be determined based upon the availability of fire/rescue service to all parcels and the protection from loss of structures on improved parcels and the rate schedule is as follows:

Benefit Tier	Equivalent Benefit Unit (EBU)	Applicable to	Rate per EBU (1)	Maximum Rate per EBU
Residential total assessment	Per Dwelling Unit	Improved non-exempt residential parcels	$265.19	$306.12
Non-residential: Response Readiness Availability	• Improved Property - Per parcel • Un-improved Property - Per parcel or parcel equivalent (Parcel EBU)*	All improved and un-improved non-exempt parcels	$187.50	$216.45
Protection from Loss of Structures	Per $5,000 of structure value (Structure EBU) rounded down to the nearest $5,000.	Improved non-exempt parcels	$11.74	$13.55

(1) Parcel EBU is the Tier 1 equivalent benefit unit representing a parcel for improved parcels and a parcel equivalent (EBU) for un-improved parcels. Un-improved parcel EBUs are determined by rounding down the acreage of the parcel to the nearest 5 acres and dividing by 5 acres to determine the number of EBUs for the parcel.

The total non-ad valorem assessment proposed to be levied against your benefited parcel for FY 2026/2027 will be $(amount – Col I) for (number - Col J) Dwelling Units, or for (number – Col K) Parcel EBUs and (number – Col L) Structure EBUs. In addition, annual adjustments to this assessment, including increases, may be implemented and the maximum assessment rates presented above are authorized to provide sufficient future revenues (in addition to other legally available funds) to provide fire/rescue services at appropriate levels of service including, but not limited to, providing continued availability of fire insurance at favorable rates, protection from loss of property due to fire, and preservation of property values by virtue of the availability of fire/rescue services provided by the City of Cocoa. No further first class mail notice is required unless the assessment rates are adjusted to levels higher than the maximum rates above or as otherwise provided by law. The total amount of revenue to be collected by the City of Cocoa in FY 2026/2027 under the non-ad valorem assessment program is estimated to be approximately $4.08 million.

If you have any questions, please contact Christi Grant, Deputy Finance Director, (321) 433-8606.

ORDINANCE NO. 20-2006

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES, AND PROGRAMS THROUGHOUT THE INCORPORATED AREAS OF COCOA, FLORIDA; AUTHORIZING THE IMPOSITION AND COLLECTION OF FIRE PROTECTION ASSESSMENTS AGAINST PROPERTY; PROVIDING CERTAIN DEFINITIONS INCLUDING A DEFINITION FOR THE TERM "FIRE PROTECTION ASSESSMENT"; ESTABLISHING A PROCEDURE FOR IMPOSING FIRE PROTECTION ASSESSMENTS; PROVIDING THAT FIRE PROTECTION ASSESSMENTS CONSTITUTE A LIEN ON ASSESSED PROPERTY UPON ADOPTION OF ASSESSMENT ROLL; PROVIDING THAT THE LIEN FOR A FIRE PROTECTION ASSESSMENT COLLECTED PURSUANT TO SECTIONS 197.3632 AND 197.3635, FLORIDA STATUTES, UPON PERFECTION SHALL ATTACH TO THE PROPERTY ON THE PRIOR JANUARY 1, THE LIEN DATE FOR AD VALOREM TAXES; PROVIDING THAT A PERFECTED LIEN SHALL BE EQUAL IN RANK AND DIGNITY WITH THE LIENS OF ALL STATE, COUNTY, DISTRICT, OR MUNICIPAL TAXES AND ASSESSMENTS AND SUPERIOR IN DIGNITY TO ALL OTHER PRIOR LIENS, MORTGAGES, TITLES, AND CLAIMS; AUTHORIZING THE IMPOSITION OF INTERIM ASSESSMENTS; PROVIDING FOR HARDSHIP ASSISTANCE; PROVIDING A PROCEDURE FOR THE COLLECTION OF FIRE PROTECTION ASSESSMENTS; PROVIDING A MECHANISM FOR THE IMPOSITION OF ASSESSMENTS ON GOVERNMENT PROPERTY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA:

ARTICLE I

INTRODUCTION

SECTION 1.01. DEFINITIONS. As used in this Ordinance, the following words and terms shall have the following meanings, unless the context clearly otherwise requires:

"Annual Rate Resolution" means the resolution described in Section 2.08 hereof, establishing the rate at which a Fire Protection Assessment for a specific Fiscal Year will be computed. The Final Assessment Resolution shall constitute the Annual Rate Resolution for the initial Fiscal Year in which a Fire Protection Assessment is imposed or reimposed.

"Assessed Property" means all parcels of land included on the Assessment Roll that receive a special benefit from the delivery of the fire protection services, programs or facilities identified in the Initial Assessment Resolution or a subsequent Preliminary Rate Resolution.

"Assessment Roll" means the special assessment roll relating to a Fire Protection Assessment approved by a Final Assessment Resolution pursuant to Section 2.06 hereof or an Annual Rate Resolution pursuant to Section 2.08 hereof.

"Building" means any structure, whether temporary or permanent, built for support, shelter or enclosure of persons, chattel, or property of any kind, including mobile homes. This term shall include the use of land in which lot or spaces are offered for use, rent or lease for the placement of mobile homes, travel trailers, or the like for residential purposes.

"Certificate of Occupancy" means the written certification issued by the City that a Building is ready for occupancy for its intended use. For the purposes of this Ordinance, a set up or tie down permit or its equivalent issued for a mobile home shall be considered a Certificate of Occupancy.

"City" means the City of Cocoa, Florida.

"City Clerk" means the Clerk of the City Council.

"City Council" means the City Council of the City of Cocoa, Florida.

"City Manager" means the chief administrative officer of the City, designated by the City Council to be responsible for coordinating Fire Protection Assessments or such person's designee.

"County" means Brevard County, Florida.

"Final Assessment Resolution" means the resolution described in Section 2.06 hereof which shall confirm, modify, or repeal the Initial Assessment Resolution and which shall be the final proceeding for the initial imposition of Fire Protection Assessments.

"Fire Protection Assessment" means a special assessment lawfully imposed by the City Council against Assessed Property to fund all or any portion of the cost of the provision of fire protection services, facilities, or programs providing a special benefit to property as a consequence of possessing a logical relationship to the value, use, or characteristics of the Assessed Property.

"Fire Protection Assessed Cost" means the amount determined by the City Council to be assessed in any Fiscal Year to fund all or any portion of the cost of the provision of fire protection services, facilities, or programs which provide a special benefit to Assessed Property, and shall include, but not be limited to, the following components: (A) the cost of physical construction, reconstruction or completion of any required facility or improvement; (B) the costs incurred in any required acquisition or purchase; (C) the cost of all labor, materials, machinery, and equipment; (D) the cost of fuel, parts, supplies, maintenance, repairs, and utilities; (E) the cost of computer services, data processing, and communications; (F) the cost of all lands and interest therein, leases, property rights,

easements, and franchises of any nature whatsoever; (G) the cost of any indemnity or surety bonds and premiums for insurance; (H) the cost of salaries, volunteer pay, workers' compensation insurance, or other employment benefits; (I) the cost of uniforms, training, travel, and per diem; (J) the cost of construction plans and specifications, surveys and estimates of costs; (K) the cost of engineering, financial, legal, and other professional services; (L) the costs of compliance with any contracts or agreements entered into by the City to provide fire protection services; (M) all costs associated with the structure, implementation, collection, and enforcement of the Fire Protection Assessments, including any service charges of the Tax Collector, or Property Appraiser and amounts necessary to off-set discounts received for early payment of Fire Protection Assessments pursuant to the Uniform Assessment Collection Act or for early payment of Fire Protection Assessments collected pursuant to Section 3.02 herein; (N) all other costs and expenses necessary or incidental to the acquisition, provision, or construction of fire protection services, facilities, or programs, and such other expenses as may be necessary or incidental to any related financing authorized by the City Council by subsequent resolution; (O) a reasonable amount for contingency and anticipated delinquencies and uncollectible Fire Protection Assessments; and (P) reimbursement to the City or any other Person for any moneys advanced for any costs incurred by the City or such Person in connection with any of the foregoing components of Fire Protection Assessed Cost. In the event the City also imposes an impact fee upon new growth or development for fire protection related capital improvements, the Fire Protection Assessed Cost shall not include costs attributable to capital improvements necessitated by new growth or development that will

be paid by such impact fees. The Fire Protection Assessed Cost shall also not include costs for the provision of emergency medical services by the City.

"Fiscal Year" means that period commencing October 1st of each year and continuing through the next succeeding September 30th, or such other period as may be prescribed by law as the fiscal year for the City.

"Government Property" means property owned by the United States of America or any agency thereof, a sovereign state or nation, the State of Florida or any agency thereof, a county, a special district or a municipal corporation.

"Initial Assessment Resolution" means the resolution described in Section 2.02 hereof which shall be the initial proceeding for the identification of the Fire Protection Assessed Cost for which an assessment is to be made and for the imposition of a Fire Protection Assessment.

"Maximum Assessment Rate" means the highest rate of a Fire Protection Assessment established by the City Council in an Initial Assessment Resolution or Preliminary Rate Resolution and confirmed by the City Council in the Final Assessment Resolution or Annual Rate Resolution.

"Ordinance" means this Fire Protection Assessment Ordinance.

"Owner" shall mean the Person reflected as the owner of Assessed Property on the Tax Roll.

"Person" means any individual, partnership, firm, organization, corporation, association, or any other legal entity, whether singular or plural, masculine or feminine, as the context may require.

"Preliminary Rate Resolution" means the resolution described in Section 2.08 hereof initiating the annual process for updating the Assessment Roll and directing the reimposition of Fire Protection Assessments pursuant to an Annual Rate Resolution.

"Property Appraiser" means the Brevard County Property Appraiser.

"Tax Collector" means the Brevard County Tax Collector.

"Tax Roll" means the real property ad valorem tax assessment roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

"Uniform Assessment Collection Act" means sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

SECTION 1.02. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Ordinance; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Ordinance. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

SECTION 1.03. GENERAL FINDINGS. It is hereby ascertained, determined, and declared that:

(A) Pursuant to Article VIII, section 2(b), Florida Constitution, and sections 166.021 and 166.041, Florida Statutes, the City Council has all powers of local self government to perform municipal functions and to render municipal services in a manner

not inconsistent with law, and such power may be exercised by the enactment of City ordinances.

(B) The City Council may exercise any governmental, corporate, or proprietary power for a municipal purpose except when expressly prohibited by law, and the City Council may legislate on any subject matter on which the Florida Legislature may act, except those subjects described in (a), (b), (c), and (d) of section 166.021(3), Florida Statutes. The subject matter of paragraphs (a), (b), (c), and (d) of section 166.021(3), Florida Statutes, are not relevant to the imposition of assessments related to fire protection services, facilities or programs of the City.

(C) The purpose of this Ordinance is to (1) provide procedures and standards for the imposition of citywide Fire Protection Assessments under the general home rule powers of a municipality to impose special assessments; (2) authorize a procedure for the funding of fire protection services, facilities, or programs providing special benefits to property within the City; and (3) legislatively determine the special benefit provided to Assessed Property from the provision of the City's fire protection services.

(D) The annual Fire Protection Assessments, to be imposed using the procedures provided in this Ordinance, shall constitute non-ad valorem assessments within the meaning and intent of the Uniform Assessment Collection Act.

(E) The Fire Protection Assessments to be imposed using the procedures provided in this Ordinance are imposed by the City Council, not the Brevard County Board of County Commissioners, Property Appraiser or Tax Collector. The duties of the Property

Appraiser and Tax Collector under the provisions of this Ordinance and the Uniform Assessment Collection Act are ministerial.

SECTION 1.04. LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT. It is hereby ascertained and declared that the fire protection services, facilities, and programs provide a special benefit to property because fire protection services possess a logical relationship to the use and enjoyment of improved property by: (1) protecting the value and integrity of the improvements and structures through the provision of available fire protection services; (2) protecting the life and safety of intended occupants in the use and enjoyment of property; (3) lowering the cost of fire insurance by the presence of a professional and comprehensive fire protection program within the City; and (4) containing the spread of fire incidents occurring on vacant property with the potential to spread and endanger the structures and occupants of improved property.

ARTICLE II

ANNUAL FIRE PROTECTION ASSESSMENTS

SECTION 2.01. GENERAL AUTHORITY.

(A) The City Council is hereby authorized to impose an annual Fire Protection Assessment to fund all or any portion of the Fire Protection Assessed Cost upon benefitted property at a rate of assessment based on the special benefit accruing to such property from the City's provision of fire protection services, facilities, or programs. All Fire Protection Assessments shall be imposed in conformity with the procedures set forth in this Article II.

(B) The amount of the Fire Protection Assessment imposed in a Fiscal Year against a parcel of Assessed Property shall be determined pursuant to an apportionment methodology based upon a classification of property designed to provide a fair and reasonable apportionment of the Fire Protection Assessed Cost among properties on a basis reasonably related to the special benefit provided by fire protection services, facilities, or programs funded with assessment proceeds.

(C) Nothing contained in this Ordinance shall be construed to require the imposition of Fire Protection Assessments against Government Property.

SECTION 2.02. INITIAL PROCEEDINGS. The initial proceeding for the imposition of a Fire Protection Assessment shall be the adoption of an Initial Assessment Resolution by the City Council, (1) containing a brief and general description of the fire protection services, facilities, or programs to be provided, (2) determining the Fire Protection Assessed Cost to be assessed, (3) describing the method of apportioning the Fire Protection Assessed Cost and the computation of the Fire Protection Assessment for specific properties, (4) establishing an estimated assessment rate for the applicable Fiscal Year, (5) establishing a Maximum Assessment Rate, if desired by the City Council, and (6) directing the City Manager to (a) prepare the initial Assessment Roll, as required by Section 2.03 hereof, (b) publish the notice required by Section 2.04 hereof, and (c) mail the notice required by Section 2.05 hereof using information then available from the Tax Roll.

SECTION 2.03. INITIAL ASSESSMENT ROLL.

(A) The City Manager shall prepare, or direct the preparation of, the initial Assessment Roll, which shall contain the following:

(1) A summary description of all Assessed Property conforming to the description contained on the Tax Roll.

(2) The name of the Owner of the Assessed Property.

(3) The amount of the Fire Protection Assessment to be imposed against each such parcel of Assessed Property.

(B) The initial Assessment Roll shall be retained by the City Manager and shall be open to public inspection. The foregoing shall not be construed to require that the Assessment Roll be in printed form if the amount of the Fire Protection Assessment for each parcel of property can be determined by use of a computer terminal available to the public.

SECTION 2.04. NOTICE BY PUBLICATION.

(A) Upon completion of the initial Assessment Roll, the City Manager shall publish, or direct the publication of, once in a newspaper of general circulation within the City a notice stating that at a meeting of the City Council on a certain day and hour, not earlier than 20 calendar days from such publication, which meeting shall be a regular, adjourned, or special meeting, the City Council will hear objections of all interested persons to the Final Assessment Resolution which shall establish the rate of assessment and approve the aforementioned initial Assessment Roll.

(B) The published notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. Such notice shall include (1) a geographic depiction of the property subject to the Fire Protection Assessment; (2) a brief and general description of the fire protection services, facilities, or programs to be provided; (3) the rate of

assessment including a Maximum Assessment Rate in the event one was adopted; (4) the procedure for objecting provided in Section 2.06 hereof; (5) the method by which the Fire Protection Assessment will be collected; and (6) a statement that the Initial Assessment Roll is available for inspection at the office of the City Manager and all interested persons may ascertain the amount to be assessed against a parcel of Assessed Property at the office of the City Manager.

SECTION 2.05. NOTICE BY MAIL.

(A) In addition to the published notice required by Section 2.04, the City Manager shall provide notice, or direct the provision of notice, of the proposed Fire Protection Assessment by first class mail to the Owner of each parcel of property subject to the Fire Protection Assessment.

(B) Such notice shall include (1) the purpose of the Fire Protection Assessment; (2) the rate of assessment to be levied against each parcel of property, including a Maximum Assessment Rate in the event one was adopted; (3) the unit of measurement applied to determine the Fire Protection Assessment; (4) the number of such units contained in each parcel of property; (5) the total revenue to be collected by the City from the Fire Protection Assessment; (6) a statement that failure to pay the Fire Protection Assessment will cause a tax certificate to be issued against the property or foreclosure proceedings to be instituted, either of which may result in a loss of title to the property; (7) a statement that all affected Owners have a right to appear at the hearing and to file written objections with the City Council within 20 days of the notice; and (8) the date, time, and place of the hearing.

(C) The mailed notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. Notice shall be mailed at least 20 calendar days prior to the hearing to each Owner at such address as is shown on the Tax Roll. Notice shall be deemed mailed upon delivery thereof to the possession of the United States Postal Service. The City Manager may provide proof of such notice by affidavit. Failure of the Owner to receive such notice due to mistake or inadvertence shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Fire Protection Assessment imposed by the City Council pursuant to this Ordinance.

SECTION 2.06. ADOPTION OF FINAL ASSESSMENT RESOLUTION.

(A) At the public hearing as noticed pursuant to Sections 2.04 and 2.05 hereof, or to which an adjournment or continuance may be taken by the City Council, the City Council shall receive any oral or written objections of interested persons and may then, or at any subsequent meeting of the City Council adopt the Final Assessment Resolution which shall (1) confirm, modify, or repeal the Initial Assessment Resolution with such amendments, if any, as may be deemed appropriate by the City Council; (2) establish the rate of assessment to be imposed in the upcoming Fiscal Year; (3) establish a Maximum Assessment Rate that may be imposed in the event such rate was adopted; (4) approve the initial Assessment Roll, with such amendments as it deems just and right; and (5) determine the method of collection.

(B) The adoption of the Final Assessment Resolution by the City Council shall constitute a legislative determination that all parcels assessed derive a special benefit from the fire protection services, facilities, or programs to be provided or constructed and a

legislative determination that the Fire Protection Assessments are fairly and reasonably apportioned among the properties that receive the special benefit.

(C) All written objections to the Final Assessment Resolution shall be filed with the City Manager at or before the time or adjourned time of such hearing. The Final Assessment Resolution shall constitute the Annual Rate Resolution for the initial Fiscal Year in which Fire Protection Assessments are imposed or reimposed hereunder.

SECTION 2.07. EFFECT OF FINAL ASSESSMENT RESOLUTION. The Fire Protection Assessments for the initial Fiscal Year shall be established upon adoption of the Final Assessment Resolution. The adoption of the Final Assessment Resolution shall be the final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property; the method of apportionment and assessment; the initial rate of assessment; the Maximum Assessment Rate, if any; the initial Assessment Roll; and the levy and lien of the Fire Protection Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the City Council action on the Final Assessment Resolution. The initial Assessment Roll, as approved by the Final Assessment Resolution, shall be delivered to the Tax Collector, as required by the Uniform Assessment Collection Act, or if the alternative method described in Section 3.02 hereof is used to collect the Fire Protection Assessments, such other official as the City Council by resolution shall designate.

SECTION 2.08. ADOPTION OF ANNUAL RATE RESOLUTION.

(A) The City Council shall adopt an Annual Rate Resolution during its budget adoption process for each Fiscal Year following the initial Fiscal Year for which a Fire Protection Assessment is imposed hereunder.

(B) The initial proceedings for the adoption of an Annual Rate Resolution shall be the adoption of a Preliminary Rate Resolution by the City Council (1) containing a brief and general description of the fire protection services, facilities, or programs to be provided; (2) determining the Fire Protection Assessed Cost to be assessed for the upcoming Fiscal Year; (3) establishing the estimated assessment rate for the upcoming Fiscal Year; (4) establishing or increasing a Maximum Assessment Rate, if desired by the City Council; (5) authorizing the date, time, and place of a public hearing to receive and consider comments from the public and consider the adoption of the Annual Rate Resolution for the upcoming Fiscal Year; and (6) directing the City Manager to (a) update the Assessment Roll, (b) provide notice by publication and first class mail to affected Owners in the event circumstances described in subsection (F) of this Section so require, and (c) directing and authorizing any supplemental or additional notice deemed proper, necessary or convenient by the City.

(C) The Annual Rate Resolution shall (1) establish the rate of assessment to be imposed in the upcoming Fiscal Year and (2) approve the Assessment Roll for the upcoming Fiscal Year with such adjustments as the City Council deems just and right. The Assessment Roll shall be prepared in accordance with the method of apportionment set forth in the Initial Assessment Resolution, or any subsequent Preliminary Rate Resolution,

together with modifications, if any, that are provided and confirmed in the Final Assessment Resolution or any subsequent Annual Rate Resolution.

(D) Nothing herein shall preclude the City Council from providing annual notification to all Owners of Assessed Property in the manner provided in Sections 2.04 and 2.05 hereof or any other method as provided by law.

(E) The City Council may establish or increase a Maximum Assessment Rate in an Initial Assessment Resolution or Preliminary Rate Resolution and confirm such Maximum Assessment Rate in the event notice of such Maximum Rate Assessment has been included in the notices required by Section 2.04 and 2.05 hereof.

(F) In the event (1) the proposed Fire Protection Assessment for any Fiscal Year exceeds the rates of assessment adopted by the City Council including a Maximum Assessment Rate, if any, that were listed in the notices previously provided to the Owners of Assessed Property pursuant to Sections 2.04 and 2.05 hereof, (2) the purpose for which the Fire Protection Assessment is imposed or the use of the revenue from the Fire Protection Assessment is substantially changed from that represented by notice previously provided to the Owners of Assessed Property pursuant to Sections 2.04 and 2.05 hereof, (3) Assessed Property is reclassified or the method of apportionment is revised or altered resulting in an increased Fire Protection Assessment from that represented by notice previously provided to the Owners of Assessed Property pursuant to Sections 2.04 and 2.05 hereof, or (4) an Assessment Roll contains Assessed Property that was not included on the Assessment Roll approved for the prior Fiscal Year, notice shall be provided by publication and first class mail to the Owners of such Assessed Property as provided by

law. Such notice shall substantially conform with the notice requirements set forth in Sections 2.04 and 2.05 hereof and inform the Owner of the date, time, and place for the adoption of the Annual Rate Resolution. The failure of the Owner to receive such notice due to mistake or inadvertence, shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Fire Protection Assessment imposed by the City Council pursuant to this Ordinance.

(G) As to any Assessed Property not included on an Assessment Roll approved by the adoption of the Final Assessment Resolution or a prior year's Annual Rate Resolution, the adoption of the succeeding Annual Rate Resolution shall be the final adjudication of the issues presented as to such Assessed Property (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the establishment or increase of a Maximum Assessment Rate, the Assessment Roll, and the levy and lien of the Fire Protection Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the City Council action on the Annual Rate Resolution. Nothing contained herein shall be construed or interpreted to affect the finality of any Fire Protection Assessment not challenged within the required 20-day period for those Fire Protection Assessments previously imposed against Assessed Property by the inclusion of the Assessed Property on an Assessment Roll approved in the Final Assessment Resolution or any subsequent Annual Rate Resolution.

(H) The Assessment Roll, as approved by the Annual Rate Resolution, shall be delivered to the Tax Collector as required by the Uniform Assessment Collection Act, or if the alternative method described in Section 3.02 hereof is used to collect the Fire Protection Assessments, such other official as the City Council by resolution shall designate. If the Fire Protection Assessment against any property shall be sustained, reduced, or abated by the court, an adjustment shall be made on the Assessment Roll.

SECTION 2.09. LIEN OF FIRE PROTECTION ASSESSMENTS. Upon the adoption of the Assessment Roll, all Fire Protection Assessments shall constitute a lien against Assessed Property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other prior liens, mortgages, titles, and claims, until paid. The lien for a Fire Protection Assessment shall be deemed perfected upon the City Council's adoption of the Final Assessment Resolution or the Annual Rate Resolution, whichever is applicable. The lien for a Fire Protection Assessment collected under the Uniform Assessment Collection Act shall attach to the property included on the Assessment Roll as of the prior January 1, the lien date for ad valorem taxes imposed under the Tax Roll. The lien for a Fire Protection Assessment collected under the alternative method of collection provided in Section 3.02 shall be deemed perfected upon the City Council's adoption of the Final Assessment Resolution or the Annual Rate Resolution, whichever is applicable, and shall attach to the property on such date of adoption.

SECTION 2.10. REVISIONS TO FIRE PROTECTION ASSESSMENTS. If any Fire Protection Assessment made under the provisions of this Ordinance is either in whole or in part annulled, vacated, or set aside by the judgment of any court, or if the City Council is satisfied that any such Fire Protection Assessment is so irregular or defective that the same cannot be enforced or collected, or if the City Council has failed to include or omitted any property on the Assessment Roll, which property should have been so included, the City Council may take all necessary steps to impose a new Fire Protection Assessment against any property benefited by the Fire Protection Assessed Costs, following as nearly as may be practicable, the provisions of this Ordinance and in case such second Fire Protection Assessment is annulled, vacated, or set aside, the City Council may obtain and impose other Fire Protection Assessments until a valid Fire Protection Assessment is imposed.

SECTION 2.11. PROCEDURAL IRREGULARITIES. Any informality or irregularity in the proceedings in connection with the levy of any Fire Protection Assessment under the provisions of this Ordinance shall not affect the validity of the same after the approval thereof, and any Fire Protection Assessment as finally approved shall be competent and sufficient evidence that such Fire Protection Assessment was duly levied, that the Fire Protection Assessment was duly made and adopted, and that all other proceedings adequate to such Fire Protection Assessment were duly had, taken, and performed as required by this Ordinance; and no variance from the directions hereunder shall be held material unless it be clearly shown that the party objecting was materially injured thereby.

SECTION 2.12. CORRECTION OF ERRORS AND OMISSIONS.

(A) No act of error or omission on the part of the Property Appraiser, Tax Collector, City Manager, City Council, or their deputies or employees, shall operate to release or discharge any obligation for payment of a Fire Protection Assessment imposed by the City Council under the provision of this Ordinance.

(B) When it shall appear that any Fire Protection Assessment should have been imposed under this Ordinance against a parcel of property specially benefited by the provision of fire protection services, facilities, or programs, but that such property was omitted from the Assessment Roll; or such property was erroneously assessed; or was not listed on the Tax Roll as an individual parcel of property as of the effective date of the Assessment Roll approved by the Annual Rate Resolution for any upcoming Fiscal Year, the City Council may, upon provision of a notice by mail provided to the Owner of the omitted or erroneously assessed parcel in the manner and form provided in Section 2.05, impose the applicable Fire Protection Assessment for the Fiscal Year in which such error or omission is discovered, in addition to the applicable Fire Protection Assessment due for the prior two Fiscal Years. Such Fire Protection Assessment shall constitute a lien against Assessed Property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments, and superior in rank and dignity to all other prior liens, mortgages, titles, and claims in and to or against the real property involved, shall be collected as provided in Article III hereof, and shall be deemed perfected on the date of adoption of the resolution imposing the omitted or delinquent assessments.

(C) Prior to the delivery of the Assessment Roll to the Tax Collector in accordance with the Uniform Assessment Collection Act, the City Manager shall have the authority at any time, upon his or her own initiative or in response to a timely filed petition from the Owner of any property subject to a Fire Protection Assessment, to reclassify property based upon presentation of competent and substantial evidence, and correct any error in applying the Fire Protection Assessment apportionment method to any particular parcel of property not otherwise requiring the provision of notice pursuant to the Uniform Assessment Collection Act. Any such correction shall be considered valid ab initio and shall in no way affect the enforcement of the Fire Protection Assessment imposed under the provisions of this Ordinance. All requests from affected property owners for any such changes, modifications or corrections shall be referred to, and processed by, the City Manager and not the Property Appraiser or Tax Collector.

(D) After the Assessment Roll has been delivered to the Tax Collector in accordance with the Uniform Assessment Collection Act, any changes, modifications, or corrections thereto shall be made in accordance with the procedures applicable to correcting errors and insolvencies on the Tax Roll upon timely written request and direction of the City Manager.

SECTION 2.13. INTERIM ASSESSMENTS.

(A) An interim Fire Protection Assessment may be imposed against all property for which a Certificate of Occupancy is issued after the adoption of the Annual Rate Resolution. The amount of the interim Fire Protection Assessment shall be calculated upon a monthly rate, which shall be one-twelfth of the annual rate for such property computed in

accordance with the Annual Rate Resolution for the Fiscal Year for which the interim Fire Protection Assessment is being imposed. Such monthly rate shall be imposed for each full calendar month remaining in the Fiscal Year. In addition to the monthly rate, the interim Fire Protection Assessment may also include an estimate of the subsequent Fiscal Year's Fire Protection Assessment.

(B) Issuance of the Certificate of Occupancy without the payment in full of the interim Fire Protection Assessment shall not relieve the Owner of such property of the obligation of full payment. Any interim Fire Protection Assessment not collected prior to the issuance of the Certificate of Occupancy may be collected pursuant to the Uniform Assessment Collection Act as provided in Section 3.01 of this Ordinance, under the alternative collection method provided in Section 3.02 or by any other method authorized by law.

(C) Any interim Fire Protection Assessment shall be deemed due and payable on the date the Certificate of Occupancy was issued and shall constitute a lien against such property as of that date. Said lien shall be equal in rank and dignity with the liens of all state, county, district or municipal taxes and special assessments, and superior in rank and dignity to all other liens, encumbrances, titles and claims in and to or against the real property involved and shall be deemed perfected upon the issuance of the Certificate of Occupancy.

ARTICLE III

COLLECTION AND USE OF FIRE PROTECTION ASSESSMENTS

SECTION 3.01. METHOD OF COLLECTION.

(A) Unless otherwise directed by the City Council, the Fire Protection Assessments shall be collected pursuant to the uniform method provided in the Uniform Assessment Collection Act, and the City shall comply with all applicable provisions of the Uniform Assessment Collection Act. Any hearing or notice required by this Ordinance may be combined with any other hearing or notice required by the Uniform Assessment Collection Act or other provision of law.

(B) The amount of a Fire Protection Assessment to be collected using the uniform method pursuant to the Uniform Assessment Collection Act for any specific parcel of benefitted property may include an amount equivalent to the payment delinquency, delinquency fees and recording costs for a prior year's assessment for a comparable service, facility, or program provided, (1) the collection method used in connection with the prior year's assessment did not employ the use of the uniform method of collection authorized by the Uniform Assessment Collection Act, (2) notice is provided to the Owner as required under the Uniform Assessment Collection Act, and (3) any lien on the affected parcel for the prior year's assessment is supplanted and transferred to such Fire Protection Assessment upon certification of a non-ad valorem roll to the Tax Collector by the City.

SECTION 3.02. ALTERNATIVE METHOD OF COLLECTION. In lieu of using the Uniform Assessment Collection Act, the City Council may elect to collect the Fire

Protection Assessments by any other method which is authorized by law or under the alternative collection method provided by this Section:

(A) The City Council shall provide Fire Protection Assessment bills by first class mail to the Owner of each affected parcel of property that is subject to the Fire Protection Assessment. The bill or accompanying explanatory material shall include (1) a brief explanation of the Fire Protection Assessment, (2) a description of the unit of measurement used to determine the amount of the Fire Protection Assessment, (3) the number of units contained within the parcel, (4) the total amount of the Fire Protection Assessment imposed against the parcel for the appropriate period, (5) the location at which payment will be accepted, (6) the date on which the Fire Protection Assessment is due, and (7) a statement that the Fire Protection Assessment constitutes a lien against Assessed Property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments.

(B) A general notice of the lien resulting from imposition of the Fire Protection Assessments shall be recorded in the Official Records of the City. Nothing herein shall be construed to require that individual liens or releases be filed in the Official Records.

(C) The City Council shall have the right to foreclose and collect all delinquent Fire Protection Assessments in the manner provided by law for the foreclosure of mortgages on real property or appoint or retain an agent to institute such foreclosure and collection proceedings. A Fire Protection Assessment shall become delinquent if it is not paid within 30 days from the date payment was due, as identified in accordance with paragraph (A)(6) of this Section. The City Council or its agent shall notify any property

owner who is delinquent in payment of his or her Fire Protection Assessment within 60 days from the date such assessment was due. Such notice shall state in effect that the City Council or its agent will either (1) initiate a foreclosure action or suit in equity and cause the foreclosure of such property subject to a delinquent Fire Protection Assessment in a method now or hereafter provided by law for foreclosure of mortgages on real property, or (2) cause an amount equivalent to the delinquent Fire Protection Assessment, not previously subject to collection using the uniform method under the Uniform Assessment Collection Act, to be collected on the tax bill for a subsequent year.

(D) All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any foreclosure action as described herein shall be included in any judgment or decree rendered therein. At the sale pursuant to decree in any such action, the City may be the purchaser to the same extent as any Person. The City Council or its agent may join in one foreclosure action the collection of Fire Protection Assessments against any or all property assessed in accordance with the provisions hereof. All delinquent Owners whose property is foreclosed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the City Council and its agents, including reasonable attorney fees, in collection of such delinquent Fire Protection Assessments and any other costs incurred by the City Council as a result of such delinquent Fire Protection Assessments and the same shall be collectible as a part of or in addition to, the costs of the action.

(E) In lieu of foreclosure, any delinquent Fire Protection Assessment and the costs, fees and expenses attributable thereto, may be collected pursuant to the Uniform

Assessment Collection Act; provided however, that (1) notice is provided to the Owner in the manner required by the Uniform Assessment Collection Act and this Ordinance, and (2) any existing lien of record on the affected parcel for the delinquent Fire Protection Assessment is supplanted by the lien resulting from certification of the Assessment Roll, as applicable, to the Tax Collector.

(F) Notwithstanding the City Council's use of an alternative method of collection, the City Manager shall have the same power and authority to correct errors and omissions as provided to him or other City officials in Section 2.12 hereof.

(G) Any City Council action required in the collection of Fire Protection Assessments may be by resolution.

SECTION 3.03. GOVERNMENT PROPERTY.

(A) In the event Fire Protection Assessments are imposed against Government Property, the City Council shall provide Fire Protection Assessment bills by first class mail to the Owner of each affected parcel of Government Property. The bill or accompanying explanatory material shall include (1) a brief explanation of the Fire Protection Assessment, (2) a description of the unit of measurement used to determine the amount of the Fire Protection Assessment, (3) the number of units contained within the parcel, (4) the total amount of the parcel's Fire Protection Assessment for the appropriate period, (5) the location at which payment will be accepted, and (6) the date on which the Fire Protection Assessment is due.

(B) Fire Protection Assessments imposed against Government Property shall be due on the same date as all other Fire Protection Assessments and, if applicable, shall be subject to the same discounts for early payment.

(C) A Fire Protection Assessment shall become delinquent if it is not paid within 30 days from the date payment was due, as identified in paragraph (A)(6) of this Section. The City Council shall notify the Owner of any Government Property that is delinquent in payment of its Fire Protection Assessment within 60 days from the date such assessment was due. Such notice shall state that the City Council will initiate a mandamus or other appropriate judicial action to compel payment.

(D) All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any mandamus or other action as described herein shall be included in any judgment or decree rendered therein. All delinquent Owners of Government Property against which a mandamus or other appropriate action is filed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the City, including reasonable attorney fees, in collection of such delinquent Fire Protection Assessments and any other costs incurred by the City Council as a result of such delinquent Fire Protection Assessments and the same shall be collectible as a part of or in addition to, the costs of the action.

(E) As an alternative to the foregoing, a Fire Protection Assessment imposed against Government Property may be collected as a surcharge on a utility bill provided to such Government Property in periodic installments with a remedy of a mandamus action in

the event of non-payment. The City Council may contract for such billing services with any utility, whether or not such utility is owned by the City.

ARTICLE IV

GENERAL PROVISIONS

SECTION 4.01. APPLICABILITY. This Ordinance and the City Council's authority to impose assessments pursuant hereto shall be applicable throughout the City.

SECTION 4.02. ALTERNATIVE METHOD.

(A) This Ordinance shall be deemed to provide an additional and alternative method for the doing of the things authorized hereby and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This Ordinance, being necessary for the welfare of the inhabitants of the City, shall be liberally construed to effect the purposes hereof.

(B) Nothing herein shall preclude the City Council from directing and authorizing, by resolution, the combination with each other of (1) any supplemental or additional notice deemed proper, necessary, or convenient by the City, (2) any notice required by this Ordinance, or (3) any notice required by law, including the Uniform Assessment Collection Act.

SECTION 4.03. SEVERABILITY. The provisions of this Ordinance are severable; and if any section, subsection, sentence, clause or provision is held invalid by

any court of competent jurisdiction, the remaining provisions of this Ordinance shall not be affected thereby.

SECTION 4.04. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage and adoption on the second and final reading.

PASSED on First Reading on the 25th day of April, 2006.

PASSED AND ADOPTED on Second Reading and Final Reading on the 9th day of May, 2006.

CITY OF COCOA, FLORIDA

(SEAL)

By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM AND CONTENT:

_____
City Attorney

NOTICE OF HEARING TO ADOPT NON-AD VALOREM FIRE PROTECTION ASSESSMENT RATES

Notice is hereby given that the City Council of the City of Cocoa, Florida, will conduct a public hearing to consider adopting updated Fire Protection Assessment non-ad valorem assessment rates to continue funding the provision of Fire Protection Services to properties within the City pursuant to Ordinance 20-2006 previously adopted by the City Council in 2006. The proposed updated rates will not exceed the maximum rate per EBU previously adopted by the City Council. The City Council may continue hearings on the matter and the date and time for continuance shall be announced at the public hearing without further written notice of the continued hearing to the public. The decision on whether to impose the assessment will be made either at this public hearing at the time and date listed below or at a continuance of the public hearing to be held, if necessary. Note: The proposed assessment, if adopted, will replace the current Fire Protection Assessment and will not be in addition to the current Fire Protection Assessment. Additionally, the City's Fire Protection Assessment was previously validated and held to be lawful by the Circuit Court of the Eighteenth Judicial Circuit, Florida, in Case No. 05-2016-CA-025719.

The public hearing will be held on August 25, 2026, at 6:00 PM or soon thereafter, at the Council Chambers, 65 Stone St., Cocoa, FL 32922, for the purpose of considering approval of the Final Assessment Resolution and receiving public comment on the proposed assessment. All affected property owners have a right to attend and speak at the hearing and to file written objections and/or comments with the City Council within 20 days of this notice. If a person decides to appeal any decision made by the City Council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's Office at (321) 433-8488 at least two days prior to the date of the hearing.

The non-ad valorem assessment will fund a portion of the cost of the provision of essential services relating to fire protection service within the City. A more specific description of the services is set forth in the Preliminary and Final Assessment Resolutions being considered for adoption by the City Council pursuant to Ordinance 20-2006. Copies of the above-referenced Ordinance, Resolutions, and the non-ad valorem assessment roll are on file with and may be viewed during normal business hours at the Office of the City Manager or at the Office of the City Clerk, both located at 65 Stone Street, Cocoa, FL 32922.

Upon authorization of the non-ad valorem Fire Protection Assessment for fiscal year 2026/2027 and thereafter, the fire protection non-ad valorem assessment will be billed by and collected by the Brevard County Tax Collector on the ad valorem tax bill to be mailed in November. In accordance with the tax bill collection method authorized by Section 197.3632, Florida Statutes, failure to pay this or any non-ad valorem assessment will cause a tax certificate to be issued against the property which may result in a loss of title to real property that is subject to the non-ad valorem assessment.

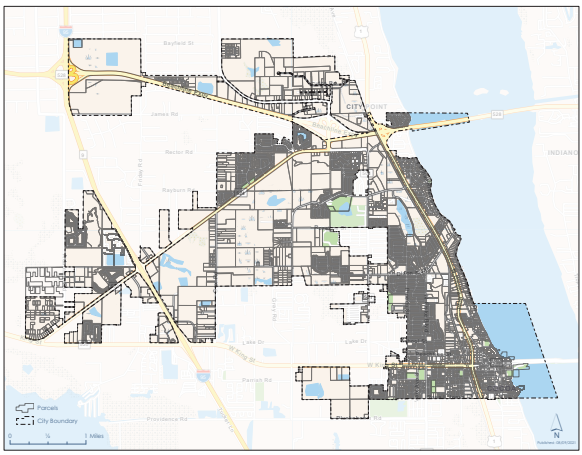
For the purpose of this non-ad valorem assessment, benefited parcels are all parcels within the City limits of the City of Cocoa except for Brevard County public schools, governmental parcels, rivers, lakes, rights-of-way/buffers and other properties exempted by law, agreement, or other lawful action of the City Council. In addition, parcels, or portions thereof, that are jurisdictional wetlands are exempt from the assessment. For the purposes of this assessment, the assessment for benefited parcels shall be determined based upon the availability of fire/rescue service to all parcels and the protection from loss of structures on improved parcels and the rate schedule is as follows:

Benefit Tier	Equivalent Benefit Unit (EBU)	Applicable to	Rate per EBU (1)	Maximum Rate per EBU
Residential total assessment	Per Dwelling Unit	Improved non-exempt residential parcels	$265.19	$306.12
Non-residential: Response Readiness Availability	• Improved Property - Per parcel • Un-improved Property - Per parcel or parcel equivalent (Parcel EBU)	All improved and un-improved non-exempt parcels	$187.50	$216.45
Protection from Loss of Structures	Per $5,000 of structure value, rounded down to nearest $5,000. (Structure EBU)	Improved non-exempt parcels	$11.74	$13.55

(1) Parcel EBU is the Tier 1 equivalent benefit unit representing a parcel for improved parcels and a parcel equivalent (EBU) for un-improved parcels. Un-improved parcel EBUs are determined by rounding down the acreage of the parcel to the nearest 5 acres and dividing by 5 acres to determine the number of EBUs for the parcel.

In addition, annual adjustments to this assessment, including increases, may be implemented and the maximum assessment rates presented above are authorized to provide sufficient future revenues (in addition to other legally available funds) to provide fire/rescue services at appropriate levels of service including, but not limited to, providing continued availability of fire insurance at favorable rates, protection from loss of property due to fire, and preservation of property values by virtue of the availability of fire/rescue services provided by the City of Cocoa. The total amount of revenue to be collected by the City of Cocoa in FY 2025/2026 under the non-ad valorem assessment program is estimated to be approximately $4.08 million.

If you have any questions, please contact Christi Grant, Deputy Finance Director, at (321) 433-8606, Monday through Friday between 8:00 a.m. and 5:00 p.m.



CITY COUNCIL AGENDA ITEM

Memo Date:	July 30, 2026
Agenda Date:	August 11, 2026
File ID:	2026-666
Prepared By:	Christi Grant, Deputy Finance Director
Through:	Rebecca Bowman, Finance Director Stockton Whitten, City Manager
Requested Action:	Approve Preliminary Assessment Resolution No. 2026-062 for Fiscal Year 2027 Stormwater Utility Services and accept the Stormwater Rate Study prepared by our financial consultant, Stantec Consulting.

BACKGROUND:

The City of Cocoa established its Stormwater Utility Fee in 1992 (City Ordinance Sec. 22-85) to fund ongoing operations and capital improvements needed to maintain stormwater infrastructure—such as drainage systems, ditches, swales, pipes, inlets, manholes, and retention/detention ponds.

In 2018, the City retained Stantec Consulting to develop a 10-year financial plan for the Stormwater Fund. Stantec's modeling, based on FY 2018 audited data and the amended FY 2019 budget, was aligned with a parallel engineering review led by Mead & Hunt, which evaluated long-term infrastructure and regulatory needs, particularly for the Indian River Lagoon.

At a May 14, 2019, workshop, Stantec proposed a shift from the existing rate structure, which factored both pervious and impervious surfaces, to an industry-standard approach based solely on impervious areas. This change aimed to promote equity and consistency. During that workshop, the City Council also reviewed challenges associated with billing stormwater fees through utility accounts (e.g., vacant units, inconsistent parcel-account matching). Council directed staff to transition to a non-ad valorem special assessment method using the Uniform Method of Collection under Section 197.3632, Florida Statutes, rather than continuing with the utility billing method.

Key Milestones:

- July 10, 2019: Final adoption of Ordinance No. 10-2019, authorizing the use of special assessments.
- September 11, 2019: Final Assessment Resolution No. 2019-071 formally adopted.
- Since FY 2020, stormwater assessments have been included on the annual property tax bill (non-ad valorem section).

As part of its fiduciary and legislative responsibilities, the City Council is tasked with

reviewing and approving the Stormwater Assessment rates to ensure they are fair, legally compliant, and sufficient to support the City's stormwater management program. This includes evaluating the financial needs for maintaining and improving stormwater infrastructure, compliance with state and federal environmental regulations, and mitigating flooding risks. Council must consider public input, technical analyses, and staff recommendations before adopting the preliminary and final assessment resolutions. Once adopted, the approved rates are transmitted to the Brevard County Property Appraiser and Tax Collector for inclusion in the annual property tax bill.

FY 2027 STORMWATER ASSESSMENT:
At the July 7, 2026, Budget Workshop, City Council approved Stantec's recommendation of 2% increase to the stormwater assessment rates for Fiscal Year 2027.
Per Florida Statutes and City Ordinance, a Preliminary Assessment Resolution must be adopted, followed by a Final Assessment Resolution after a duly noticed public hearing. The Final Public Hearing is scheduled for August 25, 2026, at 6:00 PM in City Council Chambers.

The current and proposed stormwater assessment rates to be considered by the City Council are as follows:

Current FY 2026 Residential Tiered Rates:

Tier	Impervious Area	Rate
Tier 1	400–2,300 sq. ft.	$90.87
Tier 2	2,400–4,400 sq. ft.	$139.78
Tier 3	>4,400 sq. ft.	$243.23

Proposed FY 2027 Residential Rates:

Tier	Impervious Area	Rate
Tier 1	400–2,300 sq. ft.	$92.69
Tier 2	2,400–4,400 sq. ft.	$142.58
Tier 3	>4,400 sq. ft.	$248.09

FY 2027 Non-Single-Family Parcels:

- Parcels are assessed based on **Equivalent Residential Units (ERUs)**.
- 1 ERU = 3,100 sq. ft. of impervious area.
- Rate per ERU: **$142.58**
  (Total impervious area ÷ 3,100, rounded down × $142.58)

Future Rate Planning:
Stantec's revenue sufficiency study indicates:

- 2% increase in FY 2027
- **4% annual increases** recommended for future years

- Maximum rate authorized:
    - Tier 1: $102.09
    - Tier 2: $157.06
    - Tier 3: $273.29
    - Non-residential per ERU: $157.06

FY 2026 Assessment Rates for Single-Family Parcels (up to three units)		
Tier 1: 400 - 2,300 sq. ft. of impervious area	Tier 2: 2,400 - 4,400 sq. ft. of impervious area	Tier 3: Greater than 4,400 sq. ft. of impervious area
$90.87	$139.78	243.23

FY 2027 Assessment Rates for Single-Family Parcels (up to three units)		
Tier 1: 400 - 2,300 sq. ft. of impervious area	Tier 2: 2,400 - 4,400 sq. ft. of impervious area	Tier 3: Greater than 4,400 sq. ft. of impervious area
$92.69	$142.58	$248.09

The final approved rates are submitted to the Brevard County Tax Collector to collect the stormwater assessment on the annual non-ad valorem assessment portion of the 2026 annual property tax bill, no later than September 15, 2026. For non-single-family parcels, each parcel is assigned several Equivalent Residential Units (ERUs) that are calculated based on the measured amount of impervious area on the parcel, rounded down to the nearest hundred square feet, divided by the ERU definition of 3,100 sq. ft. (which is the average impervious area of a Single-Family parcel). The annual assessment for each parcel is then determined by multiplying $142.58 (as presented in the table below), which represents the stormwater assessment per ERU, by the number of ERUs for each non-single-family parcel.

FY 2027 Assessment Rate For Non-Single-Family Parcels (Per ERU)
$142.58

The revenue sufficiency study updated and conducted this Fiscal Year indicates the need for a 2% increase to the Stormwater Assessment Rates in FY 2027, and 4% increase each year thereafter. The maximum residential assessment for Tier 1 is $102.09, Tier 2, $157.06, and Tier 3, $273.29, with a maximum assessment rate of $157.06 per ERU for non-single-family parcels that are not subject to the tiered assessment.

PRIORITY AREA CONNECTION:
Organizational Effectiveness

BUDGETARY IMPACT:
The estimated gross Stormwater Assessment Revenue for Fiscal Year 2027 is $2.49 million, Budgeted at 95% total: $2.36 million.

PREVIOUS ACTION:

- Feb. 13, 2019: Public hearing held on intent to use the Uniform Method (F.S. 197.3632)
- May 14, 2019: Stormwater Utility Workshop
- July 10, 2019: Final reading of Ordinance 10-2019
- Aug. 2019–2025: Annual assessment resolutions adopted (FY 2020–FY 2026)
- July 7, 2026: Budget Workshop Stantec presented a 2% increase to the existing rates

RECOMMENDED MOTION:

Approve Preliminary Assessment Resolution No. 2026-062 for Fiscal Year 2027 Stormwater Utility Services and accept the Stormwater Rate Study prepared by our financial consultant, Stantec Consulting.

CITY OF COCOA, FLORIDA

STORMWATER ASSESSMENT
PRELIMINARY ASSESSMENT RESOLUTION

RESOLUTION NO. 2026-062

ADOPTED AUGUST 11, 2026

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RESOLUTION No. 2026-062

A RESOLUTION OF THE CITY COUNCIL OF COCOA, FLORIDA, RELATING TO STORMWATER SERVICES, FACILITIES AND PROGRAMS; PROVIDING FOR THE IMPOSITION OF NON-AD VALOREM SPECIAL ASSESSMENTS PURSUANT TO ORDINANCE 10-2019 WITHIN THE ENTIRE AREA OF THE CITY TO FUND STORMWATER SERVICES, FACILITIES AND PROGRAMS; ESTABLISHING STORMWATER ASSESSMENT RATES FOR CITY FISCAL YEAR 2026/2027 DIRECTING THE CITY MANAGER TO PREPARE A PRELIMINARY ASSESSMENT ROLL; ESTABLISHING A PUBLIC HEARING TO CONSIDER IMPOSITION OF THE PROPOSED SPECIAL ASSESSMENTS; DIRECTING THE PROVISION OF NOTICE IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AS FOLLOWS:

ARTICLE I

INTRODUCTION

SECTION 1.01. AUTHORITY. This Resolution of the City of Cocoa, Florida is adopted pursuant to City Ordinance No. 10-2019, Sections 166.021, 166.041, 197.3632, and 403.0893, Florida Statutes, and other applicable provisions of law.

SECTION 1.02. DEFINITIONS. This Resolution constitutes the Preliminary Assessment Resolution as defined in the Assessment Ordinance. All capitalized words and terms not otherwise defined herein shall have the meaning set forth in the Assessment Ordinance. As used in this Resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires.

"Assessed Property" means all Parcels of land included on the Assessment Roll that receive a special benefit from the delivery of the stormwater services, programs or facilities identified or contemplated in this Resolution and included in the Assessment Roll.

"Assessment Study" means the City of Cocoa Stormwater Rate Study – Final Report prepared by Stantec Consulting Services, Inc., dated August 26, 2019, as updated by Stantec Consulting Services, Inc. on August 20, 2020, as updated by Stantec Consulting Services, Inc. on August 10, 2021, August 9, 2022, August 22, 2023, August 23, 2024, July 24, 2025, and as updated by Stantec Consulting Services, Inc. on August 1, 2026.

"Assessment Ordinance" means City Ordinance No. 10-2019, as may be amended from time to time, or its successor in function.

"City" means the City of Cocoa, Florida.

"City Clerk" means the clerk of the City Council.

"City Manager" means the chief administrative officer of the City, designated by the City Council to be responsible for coordinating Stormwater Assessments or such person's designee.

"City Council" means the governing body of the City of Cocoa, Florida.

"Fiscal Year" means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year for the City.

"Tax Parcel" or "Parcel" means a parcel of property to which the Brevard County Property Appraiser has assigned a distinct ad valorem property tax identification number.

"Tax Roll" means the real property ad valorem tax roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

"Uniform Assessment Collection Act" means Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

SECTION 1.03. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Resolution. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

SECTION 1.04. FINDINGS. In addition, and supplemental to the findings adopted by the City Council in Ordinance No. 10-2019, it is hereby ascertained, determined and declared as follows:

(A) Inadequate management of runoff from development in a watershed increases stormwater peak flows, volumes, and velocities, erodes and/or silts stream

channels, pollutes water, overloads existing drainage facilities, undermines floodplain management in downstream communities, reduces groundwater recharge, and threatens public health and safety. More specifically, stormwater runoff can convey pollutants into and cause higher velocities in receiving waters such as the Indian River Lagoon. The potential impacts of these pollutants and higher velocities include: (1) Changing natural ecosystems through sediment and pollutant deposits which affect the quantity and quality of flowing water, destruction of habitats, and loss of plant and animal life; (2) Posing significant health risks through increased bacteria; (3) Accelerating eutrophication of receiving waters by introducing excessive nutrient loads; (4) Increasing metal deposits creating toxicity for aquatic life; (5) Reducing oxygen levels because of oil, grease and organic matter; and (6) Affecting animal and plant life, adversely, due to changing temperatures of receiving waters.

(B) Uncontrolled stormwater runoff can increase the incidence of flooding and of floods that occur, endangering roads, aboveground and underground utility infrastructure, and other public and private property and human life.

(C) Altered land surfaces can change the rate and volume of runoff. These changes may result in the following: (1) increased urban runoff and pollutants to the natural environment; (2) increased flooding of private property; (3) degradation of safety and welfare of the residents and visitors of the City, including negatively impacting emergency response capabilities as a result of stormwater flooding; (4) decreased use and

enjoyment of property; and (5) decreased property and rental value, marketability, and integrity of property.

(D) Every parcel of real property, both public and private, either uses or benefits from the maintenance of the City's stormwater system; and receives a special benefit from the City's stormwater system including the following: (1) reduced urban runoff and pollutants to the natural environment; (2) reduced flooding of private property; (3) improved safety and welfare of the residents and visitors of the City, including negatively impacting emergency response capabilities as a result of stormwater flooding; (4) enhanced use and enjoyment of property; and (5) enhanced property and rental value, marketability, and integrity of property.

(E) The City Council has carefully considered the Assessment Study which describes an apportionment methodology based upon the benefit received from the City's stormwater services, facilities and programs by all developed parcels with impervious surface, and has considered the applicable court decisions including Sarasota County v. Sarasota Church of Christ, Inc., 667 So. 2d 180 (Fla. 1995) (upholding stormwater special assessment on developed real property with impervious surfaces to fund stormwater utility services); State v. Sarasota County, 693 So. 2d 546 (Fla. 1997)(upholding stormwater special assessment on all developed property, with or without impervious surface); and Boca Raton v. State, 595 So. 2d 25 (Fla. 1992)(local governments are afforded deference in fairly apportioning costs under a special

assessment as long as the amount of the assessment for each tract is not in excess of the proportional benefits as compared to other assessments on other tracts).

(F) The conversion of natural land to developed land with impervious area results in increased stormwater runoff and numerous engineering and hydrologic studies have demonstrated that impervious area is the single most important factor contributing to the quantity and quality of stormwater runoff from a property. Thus, the use of impervious area has been demonstrated to be a simple, easy to understand approach that is a highly defensible basis to fairly and equitably apportion the costs of a municipal stormwater system to benefitting parcels for the stormwater assessment.

(G) The City expends substantial and measurable resources each year in providing stormwater services, facilities and programs to the public within the jurisdictional limits of the City.

(H) The City must generate and receive sufficient stormwater revenues to meet projected operating and capital expenditures of the City's stormwater utility, and the City Council has determined based on the recommendations contained in the Assessment Study, that the City should use a non- ad valorem assessment process as the primary method of funding the City's stormwater utility system.

(I) The City is not required to fully fund any given essential service or improvement cost through a special assessment. So long as the application of funds is for a public purpose and funds are legally available, the City may determine to fund all or a

portion of an essential service or improvement, such as stormwater services, facilities or programs, with general fund or other legally available revenues. The determination as to whether to contribute such other legally available revenues, and how much to contribute, lies solely in the discretion of the City Council.

(J) Stated in the alternative, there is no requirement that the City impose an assessment for the maximum amount of the budget which can be funded by special assessments. The City Council may annually determine as a matter of public policy and tax equity to impose Stormwater Assessments at a rate less than necessary to fund all or any specific portion of the Stormwater Assessed Costs. Costs incurred in providing stormwater services, facilities and programs not otherwise funded through Stormwater Service Assessments may be paid with general fund or other legally available revenues. Such legally available revenues as a matter of policy may be applied exclusively to any tier or class of properties, and the City may adjust and appropriate any budget allocation or expense otherwise funded by a special assessment, or in any combination thereof, and maintain the validity of the apportionment. The flexibility described above is implemented through a policy and legislative determination employed through careful adherence to case law, statutory law, and the State Constitution, as well as the exercise of annual budget responsibility, discretion and equity vested in the City Council. However, in no event shall any annual rate of Stormwater Assessment exceed the maximum assessment rate

previously noticed to the affected land owners without further notice and public hearing pursuant to the Assessment Ordinance.

(K) The findings and legislative determinations contained herein are premised upon information, input, analysis and review from City staff, officials and experts, and public comment, as well as careful consideration by the City Council. A combination of the foregoing yields a reasoned apportionment methodology premised upon the distinct tiers or classes of apportionment allocation described herein. The tiers and classes, when used together, provide a legal, flexible and equitable means for the City to fairly and reasonably allocate assessable benefits and costs among Assessed Property in the City.

(L) The apportionment among Tax Parcels of a portion of the City's annual budget for stormwater services, facilities and programs necessary for providing the stormwater protection is hereby determined to be a fair and reasonable means to annually allocate and share the benefits and costs associated therewith.

(M) The benefits derived from the stormwater services, facilities and programs as to each Tax Parcel subject to the Stormwater Assessments equal or exceed the amount of the special assessments levied and imposed hereunder. The Assessment for any Tax Parcel within the City in employing such an approach also does not exceed the proportional benefits that such Tax Parcel will receive compared to any other Tax Parcel so assessed within the City.

(N) The City Council hereby finds and determines that the Stormwater Assessments to be imposed in accordance with this Resolution provide a proper and equitable method of funding stormwater services, facilities and programs by fairly and reasonably allocating a portion of the costs associated therewith among specially benefited property.

ARTICLE II

NOTICE AND PUBLIC HEARING

SECTION 2.01. ESTIMATED STORMWATER ASSESSED COST.

(A) The estimated Stormwater Assessed Cost to be recovered through Stormwater Assessments for the Fiscal Year commencing October 1, 2026, is approximately $2.36 million. The Stormwater Assessed Cost will be funded through the imposition of Stormwater Assessments, as provided herein.

(B) The City Manager shall utilize the assessment rates associated with the single-family residential Tier 1, Tier 2 and Tier 3, and non-single-family residential Stormwater Assessments as described in this Preliminary Assessment Resolution in the preparation of the Preliminary Assessment Roll as provided in Section 2.02 of this Preliminary Assessment Resolution.

SECTION 2.02. ASSESSMENT ROLL. The City Manager is hereby directed to prepare, or cause to be prepared, a Preliminary Assessment Roll for Stormwater Assessments for the Fiscal Year commencing October 1, 2026, in the manner provided in

Section 2.03 of the Assessment Ordinance. The Assessment Roll shall include all Tax Parcels within the City which are not otherwise exempted from payment of the Stormwater Assessments hereunder. The City Manager shall apportion the estimated Stormwater Assessed Cost to be recovered through Stormwater Assessments in the manner set forth in this Preliminary Assessment Resolution. A copy of this Preliminary Assessment Resolution, the Assessment Study which summarizes information and analysis related to the estimated amount of the Stormwater Assessed Cost to be recovered through the imposition of Stormwater Assessments, and the Preliminary Assessment Roll shall be maintained on file in the office of the City Clerk and open to public inspection. The foregoing shall not be construed to require that the Preliminary Assessment Roll be in printed form if the amount of the Stormwater Assessment for each parcel of property can be determined by the use of a computer terminal or internet access available to the public.

SECTION 2.03. PUBLIC HEARING. There is hereby established a public hearing to be held at 6:00 p.m. or soon thereafter on August 25, 2026, in City Council Chambers of City Hall, 65 Stone Street, Cocoa, FL 32922, at which time the City Council will receive and consider any comments on the Stormwater Assessments from the public and affected property owners and consider imposing Stormwater Assessments and authorizing an alternative manner of collection.

SECTION 2.04. NOTICE BY PUBLICATION. The City Manager shall direct the publication of notice of the public hearing authorized by Section 2.03 hereof in the manner and time provided by the Assessment Ordinance. The notice shall be published no later than twenty days before the hearing, which is on or about August 5, 2026, in substantially the form attached hereto as Appendix A. The City Council acknowledges that this notice was published by the City Manager prior to the adoption of this Resolution.

SECTION 2.05. NOTICE BY MAIL, IF NECESSARY. To the extent that the City Manager determines that the mailing of notice of the public hearing authorized by Section 2.03 is required for certain Assessed Property, in the manner and time provided by the Assessment Ordinance, the notice shall be mailed no later than twenty days (August 5, 2026) before the hearing, in substantially the form provided in Appendix B of this Resolution. The City Council acknowledges that this notice was published by the City Manager prior to the adoption of this Resolution.

ARTICLE III

ASSESSMENTS

SECTION 3.01. STORMWATER ASSESSMENTS TO BE IMPOSED THROUGHOUT CITY. Stormwater Assessments are to be imposed throughout the entire area contained within the boundaries of the City in accordance with the

Assessment Ordinance and the Final Assessment Resolution to be adopted by the City Council at the public hearing to be held pursuant to this Article III.

SECTION 3.02. IMPOSITION OF ASSESSMENTS. Stormwater Assessments shall be imposed against property located within the City, the annual amount of which shall be computed for each Tax Parcel in accordance with this Article III. When imposed, the Stormwater Assessment for each Fiscal Year shall constitute a lien upon Assessed Property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments until paid, as provided in the Assessment Ordinance and in accordance with Florida law.

SECTION 3.03. APPORTIONMENT.

(A) The Assessment Study is hereby ratified and incorporated herein in its entirety. The apportionment method set forth therein is hereby ratified as the apportionment method for the Stormwater Assessments authorized by this Resolution. The City Manager is hereby authorized and directed to prepare a Preliminary Assessment Roll for Fiscal Year 2027 based on the following rate schedule:

FY 2027 Assessment Rates for Single Family Parcels (up to three units)			FY 2027 Assessment Rate for Non-Single-Family Parcels
Tier 1: 400 – 2,300 sq. ft. of impervious area	Tier 2: 2,400 – 4,400 sq. ft. of impervious area	Tier 3: Greater than 4,400 sq. ft. of impervious area	
$92.69	$142.58	$248.09	$142.58 Per ERU

Note that parcels with less than 400 sq. ft. will not be assessed as the impact upon the City's stormwater system is di minimus. The amount of the annual stormwater assessment imposed against each property is based on an impervious area apportionment method whereby a portion of the City's annual stormwater budget is allocated to properties based upon the total impervious area of each individual parcel. For single family residential parcels (including up to three dwelling units), parcels will be placed into one of three tiers mentioned herein based on the amount of impervious area measured on the individual parcel rounded down to the nearest hundred sq. ft. Tier 1 ranges from 400 - 2,300 sq. ft., Tier 2 ranges from 2,400 - 4,400 sq. ft., and Tier 3 is greater than 4,400 sq. ft. The assessment for each tier is presented in the table above. For non-single-family parcels, each parcel is assigned a number of Equivalent Residential Units (ERUs) that is calculated based on the measured amount of impervious area on the parcel rounded down to the nearest hundred sq. ft. divided by the ERU definition of 3,100 sq. ft. (which is the average impervious area of a single-family parcel). The annual fee assessed to each parcel is then determined by multiplying $142.58 (as presented in the table above), which represents the stormwater assessment per ERU, by the number of ERUs for each non-single-family parcel.

(B) Based upon the projections concerning net revenue requirements set forth in the Assessment Study, the Assessment Roll for subsequent Fiscal Years may reflect increases in the assessment rates up to and including the maximum rates presented in the rate schedule in Section 3.03.(A). More specifically, the annual assessment will be increased by 2% in Fiscal Year 2027 and 4.0% each year thereafter that the assessment is

levied up to a maximum assessment rate of $102.09 for Tier 1, $157.06 for Tier 2, $273.29 for Tier 3 and $157.06 per ERU, and a maximum assessment rate of $157.06 per ERU for non-single-family parcels that are not subject to the tiered assessment.

(C) The amount of the annual Stormwater Assessment imposed against Assessed Property may include a pro rata share of the costs and expenses associated with the collection and administration of the Stormwater Assessments each year.

(D) It is hereby ascertained, determined, and declared that the method of determining the Stormwater Assessments as set forth in this Preliminary Assessment Resolution is a fair and reasonable method of apportioning the Stormwater Assessed Cost among Assessed Property.

SECTION 3.04. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the City from the Stormwater Assessments shall be utilized for the provision of stormwater services, facilities and programs. In the event there is any fund balance remaining at the end of the 2026-2027 Fiscal Year, such balance shall be carried forward and thereafter used only to fund stormwater related services, facilities, and programs.

SECTION 3.05. COLLECTION OF ASSESSMENTS. Stormwater Assessments for the 2026-2027 Fiscal Year shall be collected pursuant to the direct billing method provided for in the Assessment Ordinance, and each year thereafter pursuant to the Uniform Assessment Collection Act as provided for in the Assessment Ordinance, unless otherwise determined by the City Council.

SECTION 3.06. EXEMPTION.

(A) Tax Parcels assigned the following Florida Department of Revenue property use codes (DOR codes) by the Property Appraiser are not subject to the Stormwater Assessment contemplated hereunder; provided, however, that the costs associated with the exemption of such Tax Parcels shall be funded through other legally available revenues of the City and not through Stormwater Assessments imposed hereunder.

DOR Code	DOR Description	Parcel Count
465	CONDOMINIUM - MISCELLANEOUS (NOT COVERED	59
499	NON-TAXABLE CONDOMINIUM COMMON AREA	60
8010	SCHOOL (PUBLICLY OWNED) - VACANT	1
8020	COUNTY OWNED LAND - VACANT (THAT DOES	5
8040	HOUSING AUTHORITY - VACANT	13
8060	STATE OWNED LAND - VACANT (THAT DOES NOT	15
8080	MUNICIPALLY OWNED LAND - VACANT (THAT	78
8300	SCHOOL (PUBLICLY OWNED) - IMPROVED	7
8400	COLLEGE	1
8610	COUNTY OWNED LAND - IMPROVED (THAT DOES	6
8640	BREVARD COUNTY-OWNED (AGENCY OTHER THAN	1
8660	HOUSING AUTHORITY - IMPROVED	37
8710	STATE OWNED LAND - IMPROVED (THAT DOES	4
8810	FEDERALLY OWNED LAND - IMPROVED (THAT	1
8910	MUNICIPALLY OWNED LAND - IMPROVED (THAT	33
9105	LOCALLY-ASSESSED RAILROAD PROPERTY	14
9170	WATER & SEWER SERVICE	3
9400	RIGHT OF WAY STREET, ROAD, ETC - PUBLIC	-
9410	RIGHT OF WAY STREET, ROAD, ETC - PRIVATE	1
9499	ASSESSMENT ARREARS	-
9500	RIVERS AND LAKES	1
9510	SUBMERGED LANDS	2

In addition, the following are exempt from the stormwater assessments: (i) cemeteries; and (ii) parcels that are undeveloped land with no impervious surface, but only- for the

portion of the parcels that are undeveloped as those portions do not receive material benefit from City stormwater services, facilities and programs. However, one parcel with a 9105 land use code will be assessed because of impervious surface related to a building on the parcel.

(B) Tax Parcel classifications indicative of special designations used by the Property Appraiser for recordkeeping purposes which do not represent actual or assessable Tax Parcels are not subject to the Stormwater Assessments contemplated hereunder (e.g. header records).

(C) Notwithstanding anything herein to the contrary, the City Council reserves the right and ability in the future to impose Stormwater Assessments against Tax Parcels determined to be exempt hereunder to the extent permitted by law or otherwise in the event required or directed to do so by a court of competent jurisdiction.

SECTION 3.07 CREDITS.

(A) Parcels that engage in onsite stormwater management may receive a credit on their Stormwater Assessment in order to recognize the benefit of the activity to reduce the volume of stormwater leaving the properties, or enhance the quality of the runoff, thereby, reducing the burden on the City's stormwater system. The intent and purpose of the credit is to maintain equity for property owners with onsite stormwater management because such property owners have invested in measures to reduce

stormwater runoff from their property and therefore reducing the effort required by the City to manage their stormwater runoff.

(B) In order for a property owner to obtain a credit, the property owner must demonstrate a specified reduction of stormwater to the City's stormwater system from the property by providing onsite attenuation for a minimum storm event required by the St. Johns River Water Management District, pursuant to applicable law.

(C) Application and eligibility requirements to obtain a credit shall be determined by written administrative policy approved by the City Manager, provided such policy shall be consistent and not in conflict with this Resolution, and supported by a written technical memorandum prepared by the City's stormwater assessment consultant evidencing a fair and equitable method of determining the applicable credit.

ARTICLE IV

GENERAL PROVISIONS

SECTION 4.01. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4.02. SEVERABILITY. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

SECTION 4.03. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this 11th day of August 2026.

CITY COUNCIL OF
COCOA, FLORIDA

By: _____
Michael C. Blake, Mayor

Attest:

By: _____
Monica Arsenault, City Clerk

Appendix A

To Be Published on or before August 05, 2026

NOTICE OF HEARING TO ADOPT NON-AD VALOREM STORMWATER ASSESSMENT RATES

Notice is hereby given that the City Council of the City of Cocoa, Florida, will conduct a public hearing to consider adopting updated Stormwater Assessment non-ad valorem assessment rates, to pay a portion of annual stormwater costs related to the provision of Stormwater services, facilities and programs to properties within the City pursuant to Ordinance 10-2019 previously adopted by the City Council in 2019. The proposed updated rates will not exceed the maximum ERU previously adopted by the City Council. The City Council may continue hearings on the matter and the date and time for continuance shall be announced at the public hearing without further written notice of the continued hearing to the public. The decision on whether to impose the assessment will be made either at this public hearing at the time and date listed below or at a continuance of the public hearing to be held, if necessary. Note: The proposed assessment, if adopted, will replace the current Stormwater Assessment and will not be in addition to the current Stormwater Assessment.

The public hearing will be held on August 25, 2026, at 6:00 PM or soon thereafter, at the Council Chambers, 65 Stone St., Cocoa, FL 32922, for the purpose of considering approval of the Preliminary and Final Assessment Resolutions and receiving public comment on the proposed assessment. The final decision on the assessment will be made by the City Council during the public hearings. If necessary, the City Council may continue the public hearings and the date and time for continuance shall be announced at the public hearing without further written notice of the continued hearing to the public. All affected property owners have a right to attend and speak at

the hearing and to file written objections and/or comments with the City Council within 20 days of this notice.

Copies of the above-referenced Ordinance, Resolutions, and the non-ad valorem assessment roll are on file with and may be viewed during normal business hours at the Office of the City Manager or at the Office of the City Clerk, both located at 65 Stone Street, Cocoa, FL 32922.

The total annual stormwater assessment revenue to be collected within the City for Fiscal Year 2027 is estimated to be approximately $2.36 million. For the purpose of this non-ad valorem assessment, benefited parcels are all parcels within the City limits of the City of Cocoa except for properties with government ownership, public roads and rights-of-way, vacant parcels, railroad tracks, certain educational establishments, bona-fide agricultural operations, parcels with less than 400 square feet of impervious surface, and such other exempt properties determined by lawful action of the City Council. The amount of the annual stormwater assessment imposed against each property is based on an impervious area apportionment method whereby a portion of the City's annual stormwater budget is allocated to properties based upon the total impervious area of each individual parcel. For single family residential parcels (including up to three dwelling units), parcels will be placed in to one of three tiers based on the amount of impervious area measured on the individual parcel rounded down to the nearest hundred sq. ft. Tier 1 ranges from 400 - 2,300 sq. ft., Tier 2 ranges from 2,400 - 4,400 sq. ft., and Tier 3 is greater than 4,400 sq. ft. The assessment for each tier is presented in the table below. For non-single-family parcels, each parcel is assigned a number of Equivalent Residential Units (ERUs) that is calculated based on the measured amount of impervious area on the parcel rounded down to the nearest hundred sq. ft. divided by the ERU definition of 3,100 sq. ft. (which is the average impervious area of a single-family parcel. The annual fee assessed to each parcel is then determined by multiplying $142.58

(as presented in the table below), which represents the stormwater assessment per ERU, by the number of ERUs for each non-single-family parcel.

FY 2027 Assessment Rates for Single Family Parcels (up to three units)			FY 2027 Assessment Rate for Non-Single Family Parcels
Tier 1: 400 – 2,300 sq. ft. of impervious area	Tier 2: 2,400 – 4,400 sq. ft. of impervious area	Tier 3: Greater than 4,400 sq. ft. of impervious area	
$92.69	$142.58	$248.09	$142.58 Per ERU

Note that parcels with less than 400 sq. ft. will not be assessed as the impact upon the stormwater system is de minimis.

For parcels that have constructed permitted, on-site facilities that meet the criteria outlined in Final Rate Resolution that mitigate the stormwater runoff from the parcel, a property owner may apply for a mitigation credit against the parcel's stormwater assessment. For those parcels that currently have a mitigation credit in the current stormwater user fee, those credits have been recognized in the assessment amount above.

The annual assessment will be increased by 2% in Fiscal Year 2027 and 4.0% each year thereafter that the assessment is levied up to a maximum assessment of $102.09 for Tier 1, $157.06 for Tier 2, $273.29 for Tier 3 and $157.06 per ERU, and a maximum assessment rate of $157.06 per ERU for non-single-family parcels that are not subject to the tiered assessment.

The non-ad valorem assessment is an annual assessment which will continue from year to year. For Fiscal Year 2027 and each year thereafter, the assessment will be collected by the Brevard County Tax Collector on the Ad-Valorem Tax bill to be mailed in November. The annual assessment amount will include expenses incurred by the City in administering and collecting the assessment including fees imposed by the County property appraiser and tax collector and will be

adjusted as necessary to account for any statutory discounts which are necessitated when employing the efficiencies of collecting the assessments annually on the same bill as property taxes. Florida law provides that failure to pay the assessment will cause a tax certificate to be issued against the assessed property which may result in a loss of title. Annual adjustments to this assessment, including increases, may be implemented and the maximum assessment rates presented above are authorized to provide sufficient future revenues (in addition to other legally available funds) for the City to provide stormwater services, facilities and programs at appropriate levels of service.

If a person decides to appeal any decision made by the City Council with respect to any matter considered at the hearing, he or she will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's Office at (321) 433-8488 at least two days prior to the date of the hearing. If you have any questions, please contact, our Stormwater Division at (321-433-8770) or stormwater@cocoafl.org, Monday through Friday between 8:00 a.m. and 4:00 p.m.

[INSERT MAP OF THE CITY OF COCOA]

CITY COUNCIL
CITY OF COCOA, FLORIDA

Appendix B

NOTICE OF PUBLIC HEARING TO ADOPT THE FINAL ASSESSMENT RESOLUTION FOR THE COLLECTION OF STORMWATER NON-AD VALOREM ASSESSMENTS
******THIS IS NOT A BILL******

[Insert Mailing Date]

[Owner1 - Col AB]
[Owner2 - Col AC]
[MailAddressLine1 - Col AE]
[MailCity - Col AG], [MailState - Col AH] [MailZip5 - Col AK]

CITY OF COCOA Tax ID : [TaxAcct - Col A]
[LocAddressFormatted - Col Y]

Dear Property Owner:

The City of Cocoa (the "City") is hereby providing notice that an annual non-ad valorem assessment to pay a portion of the annual stormwater costs may be levied against your property for the fiscal year commencing October 1, 2026 ("Fiscal Year 2027"), and each fiscal year thereafter, as required by Section 197.3632, Florida Statutes.

The Public hearing is scheduled for August 25, 2026, at 6:00 P.M at 65 Stone Street, Cocoa, Florida, in the City Council Chambers to receive public comment on the proposed non-ad valorem assessments. The final decision on the assessment will be made by the City Council during the public hearings. If necessary, the City Council may continue the public hearings and the date and time for continuance shall be announced at the public hearing without further written notice of the continued hearing to the public. All affected property owners have a right to appear at either hearing and to file written objections with the City within twenty days of this notice. If a person decides to appeal any decision made by the City Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk, at least 48 hours in advance of the meeting at 321-433-8484.

The total annual stormwater assessment revenue to be collected within the City for Fiscal Year 2027 is estimated to be $2.36 million. The amount of the annual stormwater assessment imposed against each property is based on an impervious area apportionment method whereby the City's annual stormwater budget is allocated to properties based upon the total impervious area of each individual parcel. For single family residential parcels (including up to three dwelling units), parcels were placed in to one of three tiers based on the amount of impervious area measured on the individual parcel rounded down to the nearest hundred sq. ft. Tier 1 ranges from 400 - 2,300 sq. ft., Tier 2 ranges from 2,400 - 4,400 sq. ft., and Tier 3 is greater than 4,400 sq. ft. The assessment for each tier is presented in the table below.

FY 2027 Assessment Rates for Single Family Parcels (up to three units)		
Tier 1: 400 – 2,300 sq. ft. of impervious area	Tier 2: 2,400 – 4,400 sq. ft. of impervious area	Tier 3: Greater than 4,400 sq. ft. of impervious area
$92.69	$142.58	$248.09

For non-single- family parcels, each parcel was assigned a number of Equivalent Residential Units (ERUs) that was calculated based on the measured amount of impervious area on the parcel rounded down to the nearest hundred sq. ft. divided by the ERU definition of 3,100 sq. ft. (which is the average impervious area of a Single-Family parcel). The annual assessment to each parcel was then determined by multiplying $142.58 (as presented in the table below), which represents the stormwater assessment per ERU, by the number of ERUs for each non-single-family parcel.

FY 2026 Assessment Rate for Non-Single-Family Parcels
$142.58 Per ERU

Note that parcels with less than 400 sq. ft. will not be assessed as the impact upon the stormwater system is de minimis.

The FY 2027 Assessment for this parcel will be as follows:

Tier if single-family: [Tier Structure - Col L]
Billed ERUs if non-single family: [ERUs - Col M]
Annual Assessment Amount: $[Net Fee - Col P] (Includes mitigation credit of [Credit – Col O]

For parcels that have constructed permitted, on-site facilities that meet the criteria outlined in the Final Rate Resolution that mitigate the stormwater runoff from the parcel, a property owner may apply for a mitigation credit against the parcel's stormwater assessment. For those parcels that currently have a mitigation credit in the current stormwater fee, those credits have been recognized in the assessment amount above.

The annual assessment will be increased by 2% in Fiscal Year 2027 and 4.0% each year thereafter that the assessment is levied up to a maximum assessment for single family parcels (including up to three dwelling units) of $102.09 for Tier 1, $157.06 for Tier 2, $273.29 for Tier 3, and a maximum assessment rate of $157.06 per ERU for non-single-family parcels that are not subject to the tiered assessment.

The non-ad valorem assessment is an annual assessment which will continue from year to year. For Fiscal Year 2027 and each year thereafter, the assessment will be collected by the Brevard County Tax Collector on the Ad-Valorem Tax bill to be mailed in November. The annual assessment amount includes expenses incurred by the City in administering and collecting the assessment including fees imposed by the County property appraiser and tax collector and was be adjusted to account for any statutory discounts which are necessitated when employing the efficiencies of collecting the assessments annually on the same bill as property taxes. Florida law provides that failure to pay the assessment will cause a tax certificate to be issued against the assessed property which may result in a loss of title. Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City Council action at the hearing on August 25, 2026, (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

If you have any questions regarding your stormwater assessment, please contact the Stormwater Division at (321-433-8770) or stormwater@cocoafl.org, Monday through Friday between 8:00 a.m. and 4:00 p.m.

*******DO NOT SEND PAYMENT - THIS IS NOT A BILL*******

FY 2026 Stormwater Revenue Sufficiency Analysis Report

Final report presenting the objectives, approach, methodologies, source data, and assumptions, as well as the findings and recommendations of the Study

Stantec

Prepared for:
City of Cocoa, FL

Prepared by:
Stantec Consulting Services Inc.

Date:
August 1, 2026

Project/File:
224802750t

Stantec Consulting Services Inc.

August 1, 2026

Stockton Whitten
City Manager
65 Stone St.
Cocoa, FL 32922

Re: Fiscal Year 2026 Stormwater Revenue Sufficiency Analysis Report

Dear Mr. Whitten,

Stantec Consulting Services Inc. is pleased to present this report of the Fiscal Year 2026 Stormwater Revenue Sufficiency Analysis that Stantec performed for the City of Cocoa, Florida. We appreciate the fine assistance provided by you and the members of City staff who actively participated in and contributed to this study.

If you have any questions or would like to discuss, please do not hesitate to call me at (941) 504-7239 or email me at kelly.westover@stantec.com. Stantec appreciates the opportunity to be of service to the City and looks forward to the possibility of doing so again in the near future.

Sincerely,

Westover, Kelly
2026.08.01
15:54:52 -04'00'

Kelly Westover
Senior Principal
Direct: (941) 504-7239
kelly.westover@stantec.com

Stantec

Disclaimer

This document was produced by Stantec Consulting Services, Inc. ("Stantec") for the City of Cocoa and is based on a specific scope agreed upon by both parties. Stantec's scope of work and services do not include serving as a "municipal advisor" for purposes of the registration requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Stantec is not advising the City of Cocoa, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, terms, or other similar matters concerning such products or issuances.

In preparing this report, Stantec utilized information and data obtained from the City of Cocoa or public and/or industry sources. Stantec has relied on the information and data without independent verification, except only to the extent such verification is expressly described in this document. Any projections of future conditions presented in the document are not intended as predictions, as there may be differences between forecasted and actual results, and those differences may be material.

Additionally, the purpose of this document is to summarize Stantec's analysis and findings related to this project, and it is not intended to address all aspects that may surround the subject area. Therefore, this document may have limitations, assumptions, or reliance on data that are not readily apparent on the face of it. Moreover, the reader should understand that Stantec was called on to provide judgments on a variety of critical factors which are incapable of precise measurement. As such, the use of this document and its findings by the City of Cocoa should only occur after consultation with Stantec, and any use of this document and findings by any other person is done so entirely at their own risk.

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1 Introduction

Stantec Consulting Services Inc. (Stantec) has conducted a Stormwater Revenue Sufficiency Analysis (Study) for the City of Cocoa's Stormwater Utility Fund (Fund). This report presents the objectives, approach, methodologies, source data, and assumptions, as well as the findings and recommendations of the Study.

1.1 Background

The City of Cocoa (City) manages an extensive Stormwater Utility System (Utility). The Stormwater Management Division of the City is responsible for maintaining the City's drainage ditches, swales, piping, inlets, manholes, and retention and detention ponds. The Utility serves to protect individual and personal property, while reducing the impacts of urban runoff to the natural environment and specifically the ecologically significant Indian River Lagoon.

While the City evaluates the anticipated revenue of its stormwater user fees annually as part of its budget process, this study goes beyond normal budgeting and includes a 10-year revenue sufficiency analysis for the City's Stormwater Utility Fund. On October 1, 2019, the City established a non-ad valorem assessment for the collection of Stormwater Utility fees on the annual tax bill. This analysis reviews the sufficiency of the revenue collected by that assessment.

1.2 Scope of Services

The purpose of this Study was to develop a sustainable financial plan for the Utility that satisfies the projected cost of providing the desired level of service, as well as update the City's Stormwater Assessment Roll with the current year property data.

The scope of services for the Study is outlined below:

Revenue Sufficiency Analysis – Develop a 10-year financial plan for the Utility to ensure that the assessment developed will provide sufficient revenues to cover all the Utility's operations, maintenance, debt service, and capital costs, while maintaining sufficient levels of reserve funds.

Stormwater Assessment Roll Update – Update the City's Master Account File with the stormwater assessment for each account to be billed based on updated property data, including an analysis determining changes in impervious area from the Property Appraiser data.

2 Revenue Sufficiency Analysis

2.1 Description

This section presents the development of annual utility system revenue requirements and the corresponding plan of annual revenue adjustments for the Utility as identified during the Revenue Sufficiency Analysis (RSA) component of the Study. The following sub-sections of the report present a description of the source data, assumptions, and resulting multi-year financial plan, while Appendix A includes detailed supporting schedules for the Financial Management Plan identified herein for the Stormwater Utility.

During the RSA, Stantec reviewed several alternative multi-year financial management plans and corresponding stormwater annual revenue adjustment plans through interactive work sessions with City staff. During these work sessions, the impact of various inputs and assumptions upon key financial indicators summarizing the results of the forecasting model under assumed conditions was examined. Local information and management input was incorporated as the recommended financial management plan was developed for the Utility. The result is a financial plan that considers the City's current and best assumptions and data to satisfy the Utility's revenue requirements over a multi-year projection period, while meeting key financial performance objectives and minimizing annual assessment adjustments to the greatest extent possible.

To initialize the RSA, the City's historical and budgeted financial information regarding the operation of its Stormwater Utility was obtained, as well as information pertaining to the Utility fund's fund balance and future out-year cost requirements. The Stormwater Utility's multi-year capital improvement program (CIP) was also incorporated through working sessions with City staff. A discussion with City staff was held to review other assumptions and policies that would affect the performance of the Stormwater Utility, such as planned developments/property growth, capital funding sources, debt service coverage, reserve fund levels, earnings on invested funds, escalation rates for operating costs, and other considerations.

This information was entered into the financial module of Stantec's proprietary Financial Analysis and Management System (FAMS) interactive modeling system. Utilizing this module of FAMS, Stantec produced a 10-year projection of the sufficiency of the revenue provided by stormwater assessments to meet current and projected financial requirements. Based upon these projections, Stantec then determined the level of revenue adjustments necessary in each year of the projection period to satisfy the Utility's annual financial requirements.

The revenue sufficiency and financial planning module of FAMS utilizes all projected available funds in each year of the projection period (after payment of operations and maintenance expenses, debt service and renewal and replacement) to pay for capital projects. The model incorporates the rules of cash application as defined and applied by City staff and produces a detailed summary of the funding sources to be used for each project in the CIP. To the extent that current revenues and unrestricted reserves are not adequate to fund all capital projects in any year of the projection period, the model identifies a borrowing requirement to fund those projects or portions thereof that are determined to be eligible for borrowing. The FAMS model is used to develop a borrowing program that includes the required borrowing

amount by year and the affiliated annual debt service requirements for each year in the projection period. However, the analysis reflected herein does not include any debt funded assets or debt service requirements.

2.2 Source Data

The following sections detail the various source data and assumptions supporting the Utility revenue requirements identified during the Study.

2.2.1 Beginning Fund Balance

The City's FY 2025 Annual Comprehensive Financial Report (ACFR), supporting trial balance schedules, and associated details of fund balances, as provided by City staff, were used to establish the beginning FY 2026 (October 1, 2025) balances for the revenue fund (operating fund) of the Utility. The detailed end of FY 2025 fund balances (as of September 30, 2025) that serve as the FY 2026 beginning fund balances are presented on Schedule 2 of Appendix A.

2.2.2 Revenues

The revenues utilized in the RSA reflect an evaluation of historical results, the FY 2026 Adjusted Budget, and the FY 2027 Proposed Budget. Budgeted revenues for the Utility consist of stormwater assessment revenues, miscellaneous revenues, and interest income. FY 2026 projected stormwater assessment revenues are based upon the FY 2026 Adopted Budget. Revenue projections for the remainder of the forecast represent FY 2026 projected revenues, adjusted for assumed property growth and assessment increases. Interest income is calculated annually based upon average fund balances and assumed interest rates. A summary of projected cash inflows is presented on Schedule 3 of Appendix A.

2.2.3 Operating Expenditures

The Utility's operating expenditures include all operating and maintenance (O&M) expenses, including personnel services expenses. The RSA based the operating expenditure projections on the individual expense categories and expense amounts contained in the FY 2026 Adjusted Budget and the FY 2027 Proposed Budget. The cost requirements from the FY 2027 budget were adjusted annually thereafter based upon assumed cost escalation factors that were determined in consultation with City staff. The projected operating expenditures and cash outflows (excluding the cash funding of capital) are presented on Schedule 4 of Appendix A.

2.2.4 Capital Improvement Program

FY 2026 capital expenditures match what is budget in the FY 2026 Adjusted Budget. The RSA utilizes the capital improvement program (CIP) provided by Utility staff for FY 2027 through FY 2031, with assumptions for annual capital spending from FY 2032 through FY 2036. For capital expenditures

beginning in FY 2028, the RSA includes an annual cost inflation factor of 3.0% year over year, based upon recent increases observed in the Engineering News Record - Construction Cost Index, to account for inflation in the future cost of construction. In total, the CIP in future year dollars from FY 2026 through FY 2036 is approximately $12.1 million. The financial management plan presented herein assumes cash funding for the entire CIP. A detailed list of the specific projects and costs by year is included on Schedule 6 of Appendix A.

2.3 Assumptions

2.3.1 Cost Escalation

Annual cost escalation factors for the various types of operating and maintenance expenses were developed based upon discussions with City staff, a review of historical trends, and industry experience, which are applied in each year of the projection period beginning in FY 2028. The table below outlines several of the key expense categories and their respective escalation factor(s). Additional escalation factors assumed for the various categories of expenses can be found on Schedule 5 of Appendix A.

Table 2-1 Commonly Utilized Escalation Factors

Escalation Factor Category	Escalation Factor %
Default Operating	3.00%
Salaries	5.00%
Repair & Maintenance	5.00%
Professional/Contract Services	3.00%
Retirement	5.00%
Medical Insurance	8.00%

2.3.2 Cost Execution

As part of the analysis, Stantec analyzed multiple years of historical budget-to-actual comparisons to evaluate how the Utility executed their budget each year. It was determined that the Utility does not generally execute 100% of its operating budget each year. Based on the analysis of historical results, all O&M and personnel services costs are assumed to be executed at 95% in each year of the projection.

2.3.3 Interest Earnings

The Study reflects annual interest earning rates of 1.00% beginning in FY 2027 and continuing each year thereafter. Projected interest earnings are presented on Schedule 3 of Appendix A.

2.3.4 Property & Impervious Area Forecast

A forecast of assessable stormwater properties (equivalent units) within the City was developed based on historical trends and staff discussions. The forecast includes equivalent unit growth in FY 2027 based on the updated assessment roll which incorporated new properties and development within the City. Beginning in FY 2028 the analysis assumes a conservative growth rate of 0.70% and continuing annually for residential and non-residential equivalent units.

2.3.5 Minimum Reserve Policy

Reserve balances for utilities are funds set aside for a specific cash flow requirement, financial need, project, task, or unforeseen system requirements. These balances are maintained to meet short-term cash flow requirements and minimize the risk associated with meeting the financial obligations and continued operational and capital needs under adverse conditions. The level of reserves maintained by a utility is an important component and consideration in developing a utility system multi-year financial management plan.

Many utilities, rating agencies, and the investment community place a significant emphasis on having sufficient reserves available for potentially adverse economic conditions. The rationale related to the maintenance of adequate reserves is twofold. First, it helps to ensure that a utility will have adequate funds available to meet its financial obligations during unusual periods (i.e., when revenues are unusually low and/or expenditures are unusually high). Second, it provides funds that can be used for emergency repairs or replacements to the system that can occur because of natural disasters or unanticipated system failures.

The financial management plans presented in this report assume that the City will maintain a minimum unrestricted cash reserve balance equal to 4 months of annual operating and maintenance expenses. This level of reserve is consistent with 1) our industry experience for similar systems, and 2) a healthy level of reserves for a municipal utility system per the evaluation criteria published by the municipal utility rating agencies (Fitch, Moody’s, and Standard & Poor’s).

2.3.6 Future Borrowing & Capital Funding

Per direction from the City, no borrowing is projected in the projection period and the 10-year CIP is assumed to be paid for out of the Utility’s revenue fund. A complete schedule of assumed CIP funding can be found on Schedule 9 of Appendix A.

2.3.7 Debt Service Coverage

The Utility currently has no outstanding debt; however, a minimum senior-lien debt service coverage ratio of 1.25 (with a target of 1.50), was utilized in the current Study for any possible projected future debt issuances. The debt service coverage ratio signifies that net income must be at least 1.25 times annual debt service.

The ratio of net income to annual debt service requirement (referred to as a debt service coverage ratio hereafter) described above was developed through discussions with City Staff and represents the minimum requirements of bondholders. As a policy decision, utilities frequently opt to measure revenue sufficiency and set fees based upon a higher debt service coverage ratio to ensure compliance with the rate covenants in the event future projections of revenue and expenses do not occur as predicted (due to unanticipated capital requirements or substantial operating cost increases, natural disasters, etc.). The financial management plan presented herein results in projected total debt service coverage greater than 1.50 in each year of the forecast, which is indicative of the midrange level of municipal utility system performance per the current evaluation criteria published by the municipal utility rating agencies (Fitch, Moody's, and Standard & Poor's).

The projections for the Utility do not reflect any debt funded assets or future debt service requirements.

2.4 Results

Based upon the source data and assumptions presented herein, the Study resulted in the following findings and recommendations relative to the financial sustainability of the Utility:

- The City's current stormwater revenues are insufficient to meet projected operating & capital expenditures of the Utility through the projected forecast period.
- Rate increases at 2.0% starting in FY 2027, increasing to 4% in FY 2028 and each year thereafter is recommended to meet the financial needs of Utility. A 5-year recommended revenue adjustment plan for the Utility is shown in Table 2-2..
- Stantec recommends the City continue to seek supplemental funding such as grants for qualifying capital projects to ensure the Utility maintains sufficient minimum balances.
- The combination of continued rate increases and additional supplemental funding will result in a sustainable financial plan for the Utility.
- It is recommended to perform a revenue sufficiency analysis annually to account for any changes in expected revenues and expenses that may impact the fund.

Table 2-2 Stormwater Assessment Adjustments

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Effective Date	10/1/2026	10/1/2027	10/1/2028	10/1/2029	10/1/2030
Stormwater Revenue Adjustment Plan	2.0%	4.0%	4.0%	4.0%	4.0%

It is important to note that the projections of future conditions underlying this analysis are not intended to be predictions. Applicable to many utility systems, there are multiple factors beyond the City's control, such as i) weather, ii) regulatory changes, iii) national, regional, and local economic conditions, iv) the rate of growth in developed properties, v) operating and capital cost inflation, and vi) changes in the timing and composition of the Stormwater Utility's capital improvement program, that may have material impacts on the future financial condition of the Utility operations. Further, the projections in this Study rely upon data and guidance provided by the City during the development of the Study, and while the information utilized in this Study is believed to be reliable, detailed independent reviews or auditing of the data were not conducted.

As a result, there will usually be differences between forecasted and actual results because events and circumstances frequently do not occur as expected, and those differences may be material. While Stantec has no responsibility to update this report for events and circumstances occurring after the date of this report, future management actions should be based upon and adjusted to reflect future results as they occur. These comments are provided to emphasize the importance of active City management, informed by the actual future results of Utility operations. While the planning effort supported by this Study will serve to guide and inform the City in balancing future revenue and spending decisions, it is only through observation of future results, and the update of this analysis, that the City will be able to determine the actions required to ensure its financial and operational objectives are met over time.

Appendix A includes detailed schedules presenting all components of the financial management plan developed for the Utility.

3 Stormwater Assessment Roll Update

As part of the analysis, Stantec performed an interim update to the assessment roll and updated the Master Account File with the FY 2027 stormwater assessment for each parcel to be billed based on the most current Brevard County Property Appraiser data. The assessment roll analysis consisted of first identifying parcels that were new or had been modified since the last assessment roll was prepared on September 1st, 2025 and adopted in September 2025 by City Council. This was completed by performing a change analysis contrasting the FY 2026 assessment roll to the most current parcel data obtained from the Property Appraiser in June 2026. This resulted in the identification of 52 flagged parcels, which were geospatially analyzed to determine their measured impervious area for the purposes of assessing the non-ad valorem stormwater assessment for FY 2027. This interim update will ensure that the FY 2027 stormwater assessment roll matches the correct billing units to the correct parcel. It is recommended that a full update of the impervious area for each and every parcel be completed every 5 years. Doing so will ensure that the City can account for changes in the intensity of development on each parcel and reflect those changes in the fees assessed for stormwater services.

3.1 Impervious Area Update

Impervious area is defined in the City's Stormwater Resolution 2019-071 and broadly incorporates all features on a parcel that disrupt the natural percolation of water into the ground. Impervious area along with a customer class designation determines the stormwater assessment a parcel receives. To accurately measure the impervious area contained on a parcel, a geospatial analysis was conducted that digitalized the impervious area as shown below in yellow shading in Figure 3-1. This digital impression of the physical impervious area was then used to create the assessment for each of the new 52 parcels that were analyzed as part of the effort. An updated geodatabase will be provided to City staff that includes all parcels within the City, inclusive of the modifications made.

Figure 3-1 Geospatial Analysis



Appendix A Supporting Schedules for the RSA

Schedule 1: Assumptions - Contains the assumptions of the RSA, including developed property growth assumptions

Schedule 2: Beginning Balances - Identifies the end of FY 2025 fund balances that serve as the FY 2026 beginning balances of the analysis

Schedule 3: Projection of Cash Inflows - Presents a list of all projected cash inflows from FY 2026 - FY 2036

Schedule 4: Projection of Cash Outflows - Presents a list of all projected cash outflows from FY 2026 - FY 2036

Schedule 5: Cost Escalation Factors - Presents a list of all cost escalation factors utilized in the projection of cash outflows

Schedule 6: Capital Improvement Program - Provides a detailed listing of the annual capital improvement projects from FY 2026 - FY 2036

Schedule 7: FAMS Control Panel - Contains the FAMS Control Panel that presents a summary of the financial management plan, including annual assessment increases, debt service coverage ratios, total CIP spending levels, property impacts, and fund balances

Schedule 8: Pro Forma - Presents the projected annual net income, debt coverage, and cash flow results

Schedule 9: Capital Project Funding Summary - Shows the projected funding sources for the City's Capital Improvement Program

Schedule 10: Funding Summary by Fund - Presents a fund-level cash flow reconciliation, providing the beginning balance in each year, the amount utilized for project funding or payment of debt service, interest earnings calculations, and the end of year fund balance.

City of Cocoa, Florida - Stormwater Utility

FY 2026 Stormwater Revenue Sufficiency Analysis

Assumptions & Preliminary Results Workbook

COCOA
FLORIDA

Stantec

Assumptions

Schedule 1

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036
Rate Increase Adoption Date	10/1/2025	10/1/2026	10/1/2027	10/1/2028	10/1/2029	10/1/2030	10/1/2031	10/1/2032	10/1/2033	10/1/2034	10/1/2035
Annual Growth											
Stormwater											
Ending # of ERUs	17,494	17,666	17,790	17,914	18,039	18,166	18,293	18,421	18,550	18,680	18,811
ERU Growth	159	171	124	125	125	126	127	128	129	130	131
% Change in ERUs	*0.92%*	*0.98%*	*0.70%*	*0.70%*	*0.70%*	*0.70%*	*0.70%*	*0.70%*	*0.70%*	*0.70%*	*0.70%*
Capital Spending											
Annual Capital Budget (Future Year Dollars)	$ 592,925	$ 1,215,330	$ 1,142,270	$ 2,210,916	$ 419,607	$ 994,950	$ 1,043,347	$ 1,074,647	$ 1,106,886	$ 1,140,093	$ 1,174,296
Annual Percent Executed	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Average Annual Interest Earnings Rate											
On Fund Balances	2.05%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
Operating Budget Reserve											
Target (Number of Months of Reserve)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Operating Budget Execution Percentage											
Personal Services	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%
Cost of General Fund Services	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Operations and Maintenance	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%

FY 2026 Beginning Balances as of 10/1/2025 — Schedule 2

	Revenue Fund
Current Unrestricted Assets [1]	
Cash and Cash Equivalents	$ 2,533,084
Restricted Cash and Cash Equivalents	3,989
Investments	680,033
Accounts Receivable, net	7,506
Due from Other Governments	70
Total Assets	**$ 3,224,682**
Current Liabilities	
Accounts and Claims Payable	$ (165,124)
Accrued Payroll and Related Liabilities	(28,219)
Compensated Absences	(21,597)
Calculated Fund Balance (Assets - Liabilities)	**$ 3,009,742**
Plus/(Less): Encumbrances	-
Net Unrestricted Fund Balance	**$ 3,009,742**
Available Fund Balance	**$ 3,009,742**

Fund Summary

Revenue Fund	$	3,009,742
Total Available Funds	**$**	**3,009,742**

[1] Beginning Balances per Statement of Net Position as of September 30, 2025.

Projection of Cash Inflows — Schedule 3

		FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036
1	**Rate Revenue Growth Assumptions**											
2	% Change in Revenue	N/A	0.98%	0.70%	0.70%	0.70%	0.70%	0.70%	0.70%	0.70%	0.70%	0.70%
3	**Assumed Rate Revenue Increases**	N/A	2.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
4	**Stormwater Rate Revenue**											
5	Charges for Public Svcs	$ 2,281,415	$ 2,349,850	$ 2,460,951	$ 2,577,305	$ 2,699,160	$ 2,826,776	$ 2,960,426	$ 3,100,395	$ 3,246,981	$ 3,400,499	$ 3,561,274
6	**Total Stormwater Rate Revenue**	**$ 2,281,415**	**$ 2,349,850**	**$ 2,460,951**	**$ 2,577,305**	**$ 2,699,160**	**$ 2,826,776**	**$ 2,960,426**	**$ 3,100,395**	**$ 3,246,981**	**$ 3,400,499**	**$ 3,561,274**
7	**Other Operating Revenue**											
8	Delinquent Tax	$ 59	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9	Penalties	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
10	Tax Certificates	110,000	109,441	114,615	120,034	125,710	131,653	137,878	144,397	151,224	158,374	165,861
11	Stormwater Fees	2	-	-	-	-	-	-	-	-	-	-
12	**Total Other Operating Revenue**	**$ 120,061**	**$ 119,441**	**$ 124,615**	**$ 130,034**	**$ 135,710**	**$ 141,653**	**$ 147,878**	**$ 154,397**	**$ 161,224**	**$ 168,374**	**$ 175,861**
13	**Non-Operating Income**											
14	Other Misc Revenues	$ 400	$ 400	$ 400	$ 400	$ 400	$ 400	$ 400	$ 400	$ 400	$ 400	$ 400
15	**Total Non-Operating Income**	**$ 400**	**$ 400**	**$ 400**	**$ 400**	**$ 400**	**$ 400**	**$ 400**	**$ 400**	**$ 400**	**$ 400**	**$ 400**
16	**Interest Income**											
17	Unrestricted Interest Income	$ 64,759	$ 30,757	$ 26,676	$ 17,931	$ 13,126	$ 14,795	$ 13,775	$ 12,791	$ 11,943	$ 11,240	$ 10,692
18	**Total Interest Income**	**$ 64,759**	**$ 30,757**	**$ 26,676**	**$ 17,931**	**$ 13,126**	**$ 14,795**	**$ 13,775**	**$ 12,791**	**$ 11,943**	**$ 11,240**	**$ 10,692**
19	**Total Cash Inflows** [1]	**$ 2,466,634**	**$ 2,500,448**	**$ 2,612,642**	**$ 2,725,670**	**$ 2,848,395**	**$ 2,983,624**	**$ 3,122,479**	**$ 3,267,983**	**$ 3,420,548**	**$ 3,580,512**	**$ 3,748,228**

[1] FY 26 and FY 27 revenues per the FY 2026 Budget and FY 2027 Proposed Budget respectively. All future projections based on FY 2027 Proposed Budget and identified escalation factors.

Projection of Cash Outflows **Schedule 4**

		Account Number	Expense Line Item	Escalation Factor	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036
			Personnel Services												
1	PS	423-3570-538.11-00	Executive Salaries	Salaries	$ -	$ 76,738	$ 80,575	$ 84,604	$ 88,834	$ 93,276	$ 97,939	$ 102,836	$ 107,978	$ 113,377	$ 119,046
2	PS	423-3570-538.12-00	Regular Salaries & Wages	Salaries	320,115	166,720	175,056	183,809	192,999	202,649	212,782	223,421	234,592	246,321	258,637
3	PS	423-3570-538.13-00	Other Salaries & Wages	Salaries	93,540	174,687	183,421	192,592	202,222	212,333	222,950	234,097	245,802	258,092	270,997
4	PS	423-3570-538.14-00	Overtime	Special Pay/Overtime	8,714	5,182	5,247	5,312	5,379	5,446	5,514	5,583	5,653	5,723	5,795
5	PS	423-3570-538.20-00	Clothing/Shoe Allowance	Salaries	1,450	700	735	772	810	851	893	938	985	1,034	1,086
6	PS	423-3570-538.21-00	FICA Taxes	Salaries	31,491	31,734	33,321	34,987	36,736	38,573	40,502	42,527	44,653	46,886	49,230
7	PS	423-3570-538.22-00	Retirement Contributions	Retirement	56,381	79,676	83,660	87,843	92,235	96,847	101,689	106,773	112,112	117,718	123,604
8	PS	423-3570-538.23-00	Life/Health Insurance	Other Health Insurance	752	1,030	1,112	1,201	1,298	1,401	1,513	1,634	1,765	1,906	2,059
9	PS	423-3570-538.23-04	Medical/Rx Self Insured	Medical Insurance	74,643	124,047	133,971	144,688	156,263	168,765	182,266	196,847	212,595	229,602	247,971
10	PS	423-3570-538.23-07	Dental Insurance	Medical Insurance	2,998	3,268	3,529	3,812	4,117	4,446	4,802	5,186	5,601	6,049	6,533
11	PS	423-3570-538.23-08	Vision Insurance	Medical Insurance	519	597	645	696	752	812	877	947	1,023	1,105	1,193
12	PS	423-3570-538.23-09	Long Term Disability	Medical Insurance	891	1,063	1,148	1,240	1,339	1,446	1,562	1,687	1,822	1,968	2,125
13	PS	423-3570-538.24-00	Worker's Compensation	Worker's Comp	46,299	46,764	49,102	51,557	54,135	56,842	59,684	62,668	65,802	69,092	72,546
14	PS	423-3570-538.27-00	Cafeteria Plan	Salaries	3,600	4,800	5,040	5,292	5,557	5,834	6,126	6,432	6,754	7,092	7,446
			Operating Expenses												
15	OMF	423-3570-538.31-00	Professional Services	Professional/Contract Services	$ 189,201	$ 188,600	$ 194,258	$ 200,086	$ 206,088	$ 212,271	$ 218,639	$ 225,198	$ 231,954	$ 238,913	$ 246,080
16	OMF	423-3570-538.31-01	Professional Services	Professional/Contract Services	500	500	515	530	546	563	580	597	615	633	652
17	OMF	423-3570-538.34-00	Contract Services	Professional/Contract Services	272,405	348,220	358,667	369,427	380,509	391,925	403,682	415,793	428,267	441,115	454,348
18	OMF	423-3570-538.40-00	Travel & Per Diem	Default Operating	3,000	3,250	3,348	3,448	3,551	3,658	3,768	3,881	3,997	4,117	4,241
19	OMF	423-3570-538.41-00	Communication	Default Operating	2,076	2,076	2,138	2,202	2,269	2,337	2,407	2,479	2,553	2,630	2,709
20	OMF	423-3570-538.42-00	Postage & Freight	Default Operating	500	500	515	530	546	563	580	597	615	633	652
21	OMF	423-3570-538.43-00	Electric/Water/Sewer	EIA Electricity	18,397	20,500	21,115	21,748	22,401	23,073	23,765	24,478	25,212	25,969	26,748
22	OMF	423-3570-538.44-00	Rentals And Leases	Default Operating	3,000	3,000	3,090	3,183	3,278	3,377	3,478	3,582	3,690	3,800	3,914
23	OMF	423-3570-538.45-00	Insurance	Insurance	17,058	16,095	17,383	18,773	20,275	21,897	23,649	25,541	27,584	29,791	32,174
24	OMF	423-3570-538.46-00	Repairs & Maintenance	Repair & Maintenance	102,894	96,500	101,325	106,391	111,711	117,296	123,161	129,319	135,785	142,574	149,703
24	OMF	423-3570-538.46-01	Small Tools	Repair & Maintenance	-	3,000	3,150	3,308	3,473	3,647	3,829	4,020	4,221	4,432	4,654
25	OMF	423-3570-538.46-03	Repairs & Maintenance	Repair & Maintenance	47,907	46,100	48,405	50,825	53,367	56,035	58,837	61,778	64,867	68,111	71,516
26	OMF	423-3570-538.47-00	Printing & Binding	Default Operating	500	500	515	530	546	563	580	597	615	633	652
27	OMF	423-3570-538.49-00	Other Charges & Oblig.	Default Operating	360	360	371	382	393	405	417	430	443	456	470
28	OMF	423-3570-538.51-00	Office Supplies	Default Operating	500	500	515	530	546	563	580	597	615	633	652
29	OMF	423-3570-538.52-00	Operating Supplies	Default Operating	13,330	14,330	14,760	15,203	15,659	16,129	16,612	17,111	17,624	18,153	18,697
30	OMF	423-3570-538.52-30	Operating Supplies	EIA Fuels	25,816	40,655	41,915	43,215	44,554	45,936	47,360	48,828	50,341	51,902	53,511
31	OMF	423-3570-538.54-00	Membership/Publications	Default Operating	750	750	773	796	820	844	869	896	922	950	979
32	OMF	423-3570-538.55-00	Training	Default Operating	6,840	6,840	7,045	7,257	7,474	7,698	7,929	8,167	8,412	8,665	8,925
33	OMF	423-3570-538.56-15	It-Related Operating Exp	Default Operating	4,927	4,527	4,663	4,803	4,947	5,095	5,248	5,405	5,568	5,735	5,907
34	GFS	423-3570-538.34-10	Cost of General Fund Services	Cost of General Fund Services	293,414	308,085	323,489	339,663	356,646	374,478	393,202	412,862	433,505	455,180	477,939
		Total Expenses by Category	**Total Expenses by Category**												
35	PS	Personal Services	Personal Services		$ 641,393	$ 717,006	$ 756,562	$ 798,406	$ 842,676	$ 889,521	$ 939,099	$ 991,578	$ 1,047,136	$ 1,105,965	$ 1,168,268
36	GFS	Cost of General Fund Services	Cost of General Fund Services		293,414	308,085	323,489	339,663	356,646	374,478	393,202	412,862	433,505	455,180	477,939
37	OMF	Operations & Maintenance	Operations & Maintenance		709,961	796,803	824,464	853,167	882,954	913,872	945,969	979,294	1,013,901	1,049,845	1,087,185
38		**Total Expenses**	**Total Expenses**		**$ 1,644,768**	**$ 1,821,894**	**$ 1,904,516**	**$ 1,991,236**	**$ 2,082,276**	**$ 2,177,871**	**$ 2,278,270**	**$ 2,383,734**	**$ 2,494,543**	**$ 2,610,991**	**$ 2,733,391**
		Expense Execution Factors	**Expense Execution Factors**												
39		Personal Services	Personal Services		95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%
40		Cost of General Fund Services	Cost of General Fund Services		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
41		Operations & Maintenance	Operations & Maintenance		95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%
		Total Expenses at Execution	**Total Expenses at Execution**												
42		Personal Services	Personal Services		$ 609,323	$ 681,156	$ 718,734	$ 758,485	$ 800,542	$ 845,045	$ 892,144	$ 941,999	$ 994,779	$ 1,050,667	$ 1,109,854
43		Cost of General Fund Services	Cost of General Fund Services		293,414	308,085	323,489	339,663	356,646	374,478	393,202	412,862	433,505	455,180	477,939
44		Operations & Maintenance	Operations & Maintenance		674,463	756,963	783,241	810,509	838,807	868,179	898,670	930,330	963,206	997,353	1,032,825
45		**Total Expenses at Execution**	**Total Expenses at Execution**		**$ 1,577,201**	**$ 1,746,204**	**$ 1,825,464**	**$ 1,908,657**	**$ 1,995,995**	**$ 2,087,702**	**$ 2,184,016**	**$ 2,285,190**	**$ 2,391,491**	**$ 2,503,200**	**$ 2,620,619**
46		**Total Cash Outflows** [1]	**Total Cash Outflows** [1]		**$ 1,577,201**	**$ 1,746,204**	**$ 1,825,464**	**$ 1,908,657**	**$ 1,995,995**	**$ 2,087,702**	**$ 2,184,016**	**$ 2,285,190**	**$ 2,391,491**	**$ 2,503,200**	**$ 2,620,619**

[1] FY 26 and FY 27 operating exp [1] FY 26 and FY 27 operating expenses per the FY 2026 Budget and FY 2027 Proposed Budget respectively. All future projections based on FY 2027 Proposed Budget and identified escalation factors.

Cost Escalation Factors

Schedule 5

Escalation Factor	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036
Personnel Services									
Regular Salaries & Wages	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Other Salaries & Wages	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Overtime	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%
Clothing/Shoe Allowance	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
FICA Taxes	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Retirement Contributions	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Life/Health Insurance	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%
Medical/Rx Self Insured	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%
Dental Insurance	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%
Vision Insurance	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%
Long Term Disability	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%
Worker's Compensation	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Cafeteria Plan	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Operating Expenses									
Professional Services	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Contract Services	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Travel & Per Diem	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Communication	3.98%	3.98%	3.98%	3.98%	3.98%	3.98%	3.98%	3.98%	3.98%
Postage & Freight	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Electric/Water/Sewer	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Rentals And Leases	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Insurance	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%
Repairs & Maintenance	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Printing & Binding	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Other Charges & Oblig.	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Office Supplies	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Operating Supplies	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%
Membership/Publications	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Training	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
It-Related Operating Exp	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Cost of General Fund Services	3.98%	3.98%	3.98%	3.98%	3.98%	3.98%	3.98%	3.98%	3.98%

Capital Improvement Program

Schedule 6

	Project Description	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036
1	Baffle Box Design	$ -	$ 74,000	$ 200,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	Storm Water Master Plan Update	-	200,000	-	-	-	-	-	-	-	-	-
3	Culvert / Pipe Repair	-	74,000	74,000	74,000	74,000	74,000	-	-	-	-	-
4	Range Road - Drainage Ditch Piping	-	-	-	-	150,000	650,000	-	-	-	-	-
5	Riverfront Park - Drain Field Improvements	-	-	-	1,250,000	-	-	-	-	-	-	-
6	London Blvd Drainage Ditch Piping	-	475,000	-	-	-	-	-	-	-	-	-
7	Indian River Drive Baffle Box	-	-	125,000	350,000	-	-	-	-	-	-	-
8	Annual Pipe Repair	-	160,000	160,000	160,000	160,000	160,000	-	-	-	-	-
9	Replace Mini Dump Vehicle #165 (2016)	-	-	-	95,000	-	-	-	-	-	-	-
10	Replace Vehicle #145 (2013)	-	85,000	-	-	-	-	-	-	-	-	-
11	Replace John Deere pull behind tractor	-	-	200,000	-	-	-	-	-	-	-	-
12	Replace John Deere Interstater Tractor	-	-	200,000	-	-	-	-	-	-	-	-
13	Replace Flat-bed Dump Vehicle #152 (2003)	-	147,330	-	-	-	-	-	-	-	-	-
14	Mini Excavator	-	-	150,000	-	-	-	-	-	-	-	-
15	2013 Case 590 Backhoe Replacement	-	-	-	155,000	-	-	-	-	-	-	-
16	Infrastructure	185,485										
17	Machinery & Equipment	407,440										
18	Unspecified Future Projects	-	-	-	-	-	-	900,000	900,000	900,000	900,000	900,000
19	**Total CIP (in Current Dollars)**	**$ 592,925**	**$ 1,215,330**	**$ 1,109,000**	**$ 2,084,000**	**$ 384,000**	**$ 884,000**	**$ 900,000**	**$ 900,000**	**$ 900,000**	**$ 900,000**	**$ 900,000**
20	Cumulative Projected Cost Escalation[1]	0.0%	0.0%	3.0%	6.1%	9.3%	12.6%	15.9%	19.4%	23.0%	26.7%	30.5%
21	**Total CIP (in Future Dollars)**	**$ 592,925**	**$ 1,215,330**	**$ 1,142,270**	**$ 2,210,916**	**$ 419,607**	**$ 994,950**	**$ 1,043,347**	**$ 1,074,647**	**$ 1,106,886**	**$ 1,140,093**	**$ 1,174,296**
22	Annual CIP Execution Percentage	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
23	**Final CIP Funding Level**	**$ 592,925**	**$ 1,215,330**	**$ 1,142,270**	**$ 2,210,916**	**$ 419,607**	**$ 994,950**	**$ 1,043,347**	**$ 1,074,647**	**$ 1,106,886**	**$ 1,140,093**	**$ 1,174,296**

[1] CIP Escalation factors in FY 28 and beyond are consistent with the Engineering News Record Construction Cost Index.

FAMS - Control Panel **Schedule 7**

FAMS Financial Analysis & Management System | By Stantec

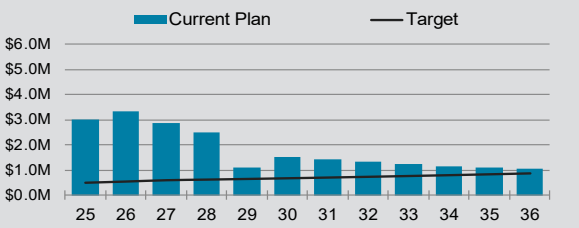
City of Cocoa, FL — Stormwater Fund

Stantec

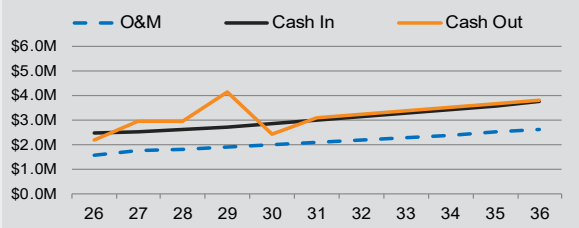
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	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036	FY 2031	FY 2036
Revenue Adjustment Plan	0.00%	2.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	19.33%	45.18%
Tier 1 SFR Assessment	$ 90.87	$ 92.69	$ 96.39	$ 100.25	$ 104.26	$ 108.43	$ 112.77	$ 117.28	$ 121.97	$ 126.85	$ 131.92		
Tier 2 SFR Assessment	$ 139.78	$ 142.58	$ 148.28	$ 154.21	$ 160.38	$ 166.79	$ 173.47	$ 180.40	$ 187.62	$ 195.12	$ 202.93		
Tier 3 SFR Assessment	$ 243.23	$ 248.09	$ 258.02	$ 268.34	$ 279.07	$ 290.24	$ 301.85	$ 313.92	$ 326.48	$ 339.53	$ 353.12		
Annual $ Change (Tier 2)		*$2.80*	*$5.70*	*$5.93*	*$6.17*	*$6.42*	*$6.67*	*$6.94*	*$7.22*	*$7.50*	*$7.80*		

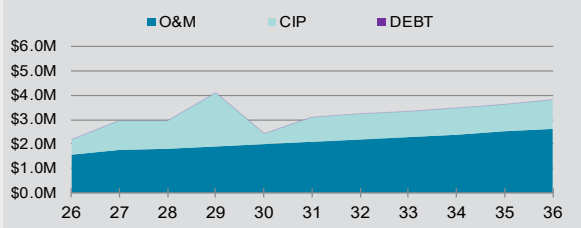
Operating Fund



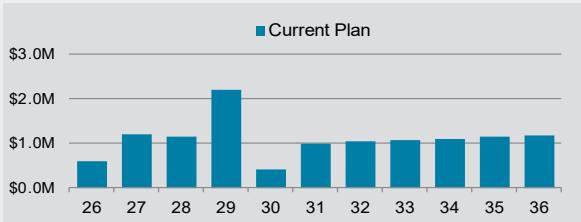
Revenues vs. Expenses



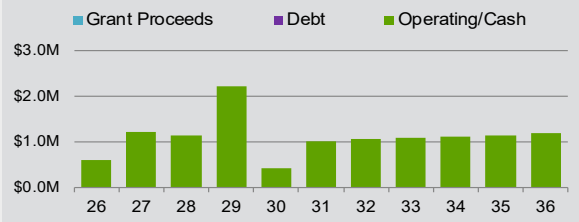
Expenses by Type



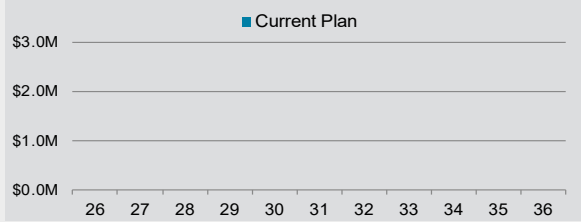
CIP Spending



CIP Funding



Borrowing



Pro Forma

Schedule 8

		FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036
1	**Operating Revenue**											
2	Stormwater Rate Revenue	$ 2,281,417	$ 2,281,417	$ 2,349,850	$ 2,460,951	$ 2,577,305	$ 2,699,160	$ 2,826,776	$ 2,960,426	$ 3,100,395	$ 3,246,981	$ 3,400,499
3	Change in Revenue From Growth	-	22,358	16,449	17,227	18,041	18,894	19,787	20,723	21,703	22,729	23,803
4	Subtotal	$ 2,281,417	$ 2,303,775	$ 2,366,299	$ 2,478,178	$ 2,595,346	$ 2,718,054	$ 2,846,563	$ 2,981,149	$ 3,122,098	$ 3,269,710	$ 3,424,302
5	*Weighted Average Rate Increase*	*0.00%*	*2.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*
6	Additional Rate Revenue From Rate Increase	-	46,075	94,652	99,127	103,814	108,722	113,863	119,246	124,884	130,788	136,972
7	Total Rate Revenue	$ 2,281,417	$ 2,349,850	$ 2,460,951	$ 2,577,305	$ 2,699,160	$ 2,826,776	$ 2,960,426	$ 3,100,395	$ 3,246,981	$ 3,400,499	$ 3,561,274
8	Plus: Tax Certificate Revenue	120,059	119,441	124,615	130,034	135,710	141,653	147,878	154,397	161,224	168,374	175,861
9	**Equals: Total Operating Revenue**	**$ 2,401,476**	**$ 2,469,291**	**$ 2,585,566**	**$ 2,707,339**	**$ 2,834,869**	**$ 2,968,429**	**$ 3,108,304**	**$ 3,254,791**	**$ 3,408,205**	**$ 3,568,872**	**$ 3,737,136**
10	**Less: Operating Expenses**											
11	Personal Services	$ (609,323)	$ (681,156)	$ (718,734)	$ (758,485)	$ (800,542)	$ (845,045)	$ (892,144)	$ (941,999)	$ (994,779)	$ (1,050,667)	$ (1,109,854)
12	Cost of General Fund Services	(293,414)	(308,085)	(323,489)	(339,663)	(356,646)	(374,478)	(393,202)	(412,862)	(433,505)	(455,180)	(477,939)
13	Operations & Maintenance Costs	(674,463)	(756,963)	(783,241)	(810,509)	(838,807)	(868,179)	(898,670)	(930,330)	(963,206)	(997,353)	(1,032,825)
14	**Equals: Net Operating Income**	**$ 824,275**	**$ 723,087**	**$ 760,102**	**$ 798,682**	**$ 838,874**	**$ 880,727**	**$ 924,287**	**$ 969,601**	**$ 1,016,714**	**$ 1,065,672**	**$ 1,116,517**
15	**Plus: Non-Operating Income/(Expense)**											
16	Interest Income	$ 64,759	$ 30,757	$ 26,676	$ 17,931	$ 13,126	$ 14,795	$ 13,775	$ 12,791	$ 11,943	$ 11,240	$ 10,692
17	Non-Operating Revenue	400	400	400	400	400	400	400	400	400	400	400
18	Transfers In	-	-	-	-	-	-	-	-	-	-	-
19	**Equals: Net Income**	**$ 889,434**	**$ 754,245**	**$ 787,178**	**$ 817,013**	**$ 852,400**	**$ 895,922**	**$ 938,462**	**$ 982,792**	**$ 1,029,057**	**$ 1,077,312**	**$ 1,127,609**
20	**Unrestricted Reserve Fund Test**											
21	Balance At Beginning Of Fiscal Year	$ 3,009,742	$ 3,306,251	$ 2,845,165	$ 2,490,074	$ 1,096,171	$ 1,528,964	$ 1,429,936	$ 1,325,052	$ 1,233,197	$ 1,155,368	$ 1,092,586
22	Cash Flow Surplus/(Deficit)	889,434	754,245	787,178	817,013	852,400	895,922	938,462	982,792	1,029,057	1,077,312	1,127,609
23	Projects Designated To Be Paid With Cash	(592,925)	(1,215,330)	(1,142,270)	(2,210,916)	(419,607)	(994,950)	(1,043,347)	(1,074,647)	(1,106,886)	(1,140,093)	(1,174,296)
24	**Balance At End Of Fiscal Year**	**$ 3,306,251**	**$ 2,845,165**	**$ 2,490,074**	**$ 1,096,171**	**$ 1,528,964**	**$ 1,429,936**	**$ 1,325,052**	**$ 1,233,197**	**$ 1,155,368**	**$ 1,092,586**	**$ 1,045,900**
25	Minimum Working Capital Reserve Target	525,734	582,068	608,488	636,219	665,332	695,901	728,005	761,730	797,164	834,400	873,540
26	**Excess/(Deficiency) Of Working Capital To Target**	**$ 2,780,517**	**$ 2,263,098**	**$ 1,881,585**	**$ 459,952**	**$ 863,633**	**$ 734,036**	**$ 597,046**	**$ 471,467**	**$ 358,204**	**$ 258,186**	**$ 172,360**

Capital Project Funding Summary

Schedule 9

Final Capital Projects Funding Sources	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036
Revenue Fund	$ 592,925	$ 1,215,330	$ 1,142,270	$ 2,210,916	$ 419,607	$ 994,950	$ 1,043,347	$ 1,074,647	$ 1,106,886	$ 1,140,093	$ 1,174,296
Total Projects Paid	**$ 592,925**	**$ 1,215,330**	**$ 1,142,270**	**$ 2,210,916**	**$ 419,607**	**$ 994,950**	**$ 1,043,347**	**$ 1,074,647**	**$ 1,106,886**	**$ 1,140,093**	**$ 1,174,296**

Funding Summary by Fund

Schedule 10

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036
Revenue Fund											
Balance At Beginning Of Fiscal Year	$ 3,009,742	$ 3,306,251	$ 2,845,165	$ 2,490,074	$ 1,096,171	$ 1,528,964	$ 1,429,936	$ 1,325,052	$ 1,233,197	$ 1,155,368	$ 1,092,586
Net Cash Flow	889,434	754,245	787,178	817,013	852,400	895,922	938,462	982,792	1,029,057	1,077,312	1,127,609
Less: Cash-Funded Capital Projects	-	-	-	-	-	-	-	-	-	-	-
Less: Payment Of Debt Service	-	-	-	-	-	-	-	-	-	-	-
Subtotal	$ 3,899,176	$ 4,060,495	$ 3,632,344	$ 3,307,087	$ 1,948,571	$ 2,424,886	$ 2,368,398	$ 2,307,844	$ 2,262,254	$ 2,232,679	$ 2,220,196
Less: Restricted Funds	(525,734)	(582,068)	(608,488)	(636,219)	(665,332)	(695,901)	(728,005)	(761,730)	(797,164)	(834,400)	(873,540)
Total Amount Available For Projects	$ 3,373,442	$ 3,478,428	$ 3,023,855	$ 2,670,868	$ 1,283,240	$ 1,728,985	$ 1,640,393	$ 1,546,114	$ 1,465,090	$ 1,398,279	$ 1,346,656
Amount Paid For Projects	(592,925)	(1,215,330)	(1,142,270)	(2,210,916)	(419,607)	(994,950)	(1,043,347)	(1,074,647)	(1,106,886)	(1,140,093)	(1,174,296)
Subtotal	$ 2,780,517	$ 2,263,098	$ 1,881,585	$ 459,952	$ 863,633	$ 734,036	$ 597,046	$ 471,467	$ 358,204	$ 258,186	$ 172,360
Add Back: Restricted Funds	525,734	582,068	608,488	636,219	665,332	695,901	728,005	761,730	797,164	834,400	873,540
Plus: Interest Earnings	64,759	30,757	26,676	17,931	13,126	14,795	13,775	12,791	11,943	11,240	10,692
Less: Interest Allocated To Cash Flow	(64,759)	(30,757)	(26,676)	(17,931)	(13,126)	(14,795)	(13,775)	(12,791)	(11,943)	(11,240)	(10,692)
Balance At End Of Fiscal Year	**$ 3,306,251**	**$ 2,845,165**	**$ 2,490,074**	**$ 1,096,171**	**$ 1,528,964**	**$ 1,429,936**	**$ 1,325,052**	**$ 1,233,197**	**$ 1,155,368**	**$ 1,092,586**	**$ 1,045,900**

With every community, we redefine what's possible.

Stantec is a global leader in sustainable engineering, architecture, and environmental consulting. The diverse perspectives of our partners and interested parties drive us to think beyond what's previously been done on critical issues like climate change, digital transformation, and future-proofing our cities and infrastructure. We innovate at the intersection of community, creativity, and client relationships to advance communities everywhere, so that together we can redefine what's possible.

Stantec Consulting Services Inc.
777 S. Harbour Island Blvd. #600
Tampa, FL 33602
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NOTICE OF HEARING TO ADOPT NON-AD VALOREM STORMWATER ASSESSMENT RATES

Notice is hereby given that the City Council of the City of Cocoa, Florida, will conduct a public hearing to consider adopting updated Stormwater Assessment non-ad valorem assessment rates, to pay a portion of annual stormwater costs related to the provision of Stormwater services, facilities and programs to properties within the City pursuant to Ordinance 10-2019 previously adopted by the City Council in 2019. The proposed updated rates will not exceed the maximum ERU previously adopted by the City Council. The City Council may continue hearings on the matter and the date and time for continuance shall be announced at the public hearing without further written notice of the continued hearing to the public. The decision on whether to impose the assessment will be made either at this public hearing at the time and date listed below or at a continuance of the public hearing to be held, if necessary. Note: The proposed assessment, if adopted, will replace the current Stormwater Assessment and will not be in addition to the current Stormwater Assessment.

The public hearing will be held on August 25, 2026, at 6:00 PM or soon thereafter, at the Council Chambers, 65 Stone St., Cocoa, FL 32922, for the purpose of considering approval of the Preliminary and Final Assessment Resolutions and receiving public comment on the proposed assessment. The final decision on the assessment will be made by the City Council during the public hearings. If necessary, the City Council may continue the public hearings and the date and time for continuance shall be announced at the public hearing without further written notice of the continued hearing to the public. All affected property owners have a right to attend and speak at the hearing and to file written objections and/or comments with the City Council within 20 days of this notice.

Copies of the above-referenced Ordinance, Resolutions, and the non-ad valorem assessment roll are on file with and may be viewed during normal business hours at the Office of the City Manager or at the Office of the City Clerk, both located at 65 Stone Street, Cocoa, FL 32922.

The total annual stormwater assessment revenue to be collected within the City for Fiscal Year 2027 is estimated to be approximately $2.36 million. For the purpose of this non-ad valorem assessment, benefited parcels are all parcels within the City limits of the City of Cocoa except for properties with government ownership, public roads and rights-of-way, vacant parcels, railroad tracks, certain educational establishments, bona-fide agricultural operations, parcels with less than 400 square feet of impervious surface, and such other exempt properties determined by lawful action of the City Council. The amount of the annual stormwater assessment imposed against each property is based on an impervious area apportionment method whereby a portion of the City's annual stormwater budget is allocated to properties based upon the total impervious area of each individual parcel. For single family residential parcels (including up to three dwelling units), parcels will be placed in to one of three tiers based on the amount of impervious area measured on the individual parcel rounded down to the nearest hundred sq. ft. Tier 1 ranges from 400 - 2,300 sq. ft., Tier 2 ranges from 2,400 - 4,400 sq. ft., and Tier 3 is greater than 4,400 sq. ft. The assessment for each tier is presented in the table below. For non-single-family parcels, each parcel is assigned a number of Equivalent Residential Units (ERUs) that is calculated based on the measured amount of impervious area on the parcel rounded down to the nearest hundred sq. ft. divided by the ERU definition of 3,100 sq. ft. (which is the average impervious area of a single-family parcel. The annual fee assessed to each parcel is then determined by multiplying $142.58 (as presented in the table below), which represents the stormwater assessment per ERU, by the number of ERUs for each non-single-family parcel.

FY 2027 Assessment Rates for Single Family Parcels (up to three units)			FY 2027 Assessment Rate for Non-Single Family Parcels
Tier 1: 400 – 2,300 sq. ft. of impervious area	Tier 2: 2,400 – 4,400 sq. ft. of impervious area	Tier 3: Greater than 4,400 sq. ft. of impervious area	
$92.69	$142.58	$248.09	$142.58 Per ERU

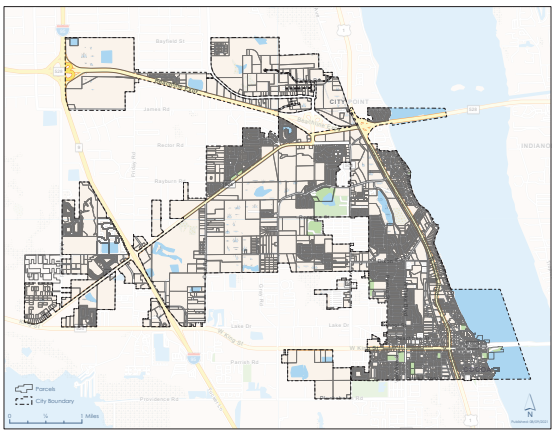
Note that parcels with less than 400 sq. ft. will not be assessed as the impact upon the stormwater system is de minimis.

For parcels that have constructed permitted, on-site facilities that meet the criteria outlined in Final Rate Resolution that mitigate the stormwater runoff from the parcel, a property owner may apply for a mitigation credit against the parcel's stormwater assessment. For those parcels that currently have a mitigation credit in the current stormwater user fee, those credits have been recognized in the assessment amount above.

The annual assessment will be increased by 2% in Fiscal Year 2027 and 4.0% each year thereafter that the assessment is levied up to a maximum assessment of $102.09 for Tier 1, $157.06 for Tier 2, $273.29 for Tier 3 and $157.06 per ERU, and a maximum assessment rate of $157.06 per ERU for non-single-family parcels that are not subject to the tiered assessment.

The non-ad valorem assessment is an annual assessment which will continue from year to year. For Fiscal Year 2027 and each year thereafter, the assessment will be collected by the Brevard County Tax Collector on the Ad-Valorem Tax bill to be mailed in November. The annual assessment amount will include expenses incurred by the City in administering and collecting the assessment including fees imposed by the County property appraiser and tax collector and will be adjusted as necessary to account for any statutory discounts which are necessitated when employing the efficiencies of collecting the assessments annually on the same bill as property taxes. Florida law provides that failure to pay the assessment will cause a tax certificate to be issued against the assessed property which may result in a loss of title. Annual adjustments to this assessment, including increases, may be implemented and the maximum assessment rates presented above are authorized to provide sufficient future revenues (in addition to other legally available funds) for the City to provide stormwater services, facilities and programs at appropriate levels of service.

If a person decides to appeal any decision made by the City Council with respect to any matter considered at the hearing, he or she will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's Office at (321) 433-8488 at least two days prior to the date of the hearing. If you have any questions, please contact, our Stormwater Division at (321-433-8770) or stormwater@cocoafl.org, Monday through Thursday between 7:00 a.m. and 4:00 p.m., or Friday between 7:00 a.m. and 11:00 am.



CITY COUNCIL AGENDA ITEM

Memo Date:	July 31, 2026
Agenda Date:	August 11, 2026
File ID:	2026-673
Prepared By:	Stockton Whitten, City Manager
Through:	Lucilene Ribeiro, Planner
Requested Action:	Consideration on First Reading of an applicant-initiated ordinance amending the official zoning map designation of two (2) parcels of real property, totaling 0.9 acres, more or less, and located generally south of SR 520, west of Ruth Street, east of Virginia Avenue, and north of Jackson Street, in Cocoa, Florida from Brevard County Single-Family Residential (RU-1-9), to City of Cocoa Single-Family Residential (RU-1-7).

BACKGROUND:

The Subject Parcels are generally located south of SR 520, west of Ruth Street, east of Virginia Avenue, and north of Jackson Street, in Cocoa, more particularly depicted and described on Exhibit “A” in the attached Ordinance, and are located in the City of Cocoa taxing jurisdiction. Parcel 1 is identified as tax account no. 3042211 (0.4 ac), address to be determined upon development, and Parcel 2 is identified as tax account no. 2424521 (0.5 ac), addressed as 155 Ruth Street.

These properties were annexed into the City in 2004 from Brevard County (County), by Ordinance 11-2004, (Attachment 3) as part of a larger, 26-acre annexation of portions of the Pine Grove Park Subdivision and portions of the Pine Acres Plat. These properties were assigned a Future Land Use (FLU) of Low Density Residential, which has a maximum density of seven dwelling units per acre (7 du/ac). However, a zoning category was not assigned at the time of the annexations. This makes future development challenging with the absence of a City zoning designation.

The applicant is requesting these parcels be rezoned to City of Cocoa RU-1-7, Single Family Residential.

STATISTICS

Project No.: PZ26-02100005

Applicant: William Chaney, Chaney Real Estate LLC.

3370 Tipperary Drive, Merritt Island, FL 32953

Future Land Use Designation: Low Density Residential

Zoning District: Prior (Brevard County):

Single-Family Residential (RU-1-9)

Existing Land Use: Vacant, Undeveloped

Council District: District 1 – Councilmember Alex Goins

Legal Ad Date: July 21, 2026

Overview of Surrounding Area:

	Future Land Use	Zoning	Land Uses
North	Low Density Residential	Zoning Not Assigned	Vacant Undeveloped
South	Low Density Residential	RU-1-7 (Single Family)	Single Family Homes
East	Low Density Residential	Zoning Not Assigned & RU-2-15	Single Family & Vacant Undeveloped
West	Brevard County	Brevard County	Commercial / Industrial

ANALYSIS

Brevard County Zoning Comparison and Conformities. Part of the staff analysis in a rezone request is the potential creation of nonconforming lots. The following is a description of the Brevard County zoning classification of the Subject Parcels when they were annexed.

Both parcels had the former County classification of Single-family residential, or RU-1-9. “This residential zoning classification encompasses lands devoted to single-family residential development of spacious character [...]” (Sec. 62-1341, Code of Ordinances of Brevard County). These parcels are currently vacant and undeveloped, meet the minimum performance standards for the RU-1-7 zoning district, and will be considered conforming in the City of Cocoa.

I. Rezoning Analysis

The Planning & Zoning staff have studied and considered the following criteria, according to Appendix A of the City of Cocoa, Article XXI, Section 1(G), to show whether or not:

a. The proposed change is contrary to the established land use pattern.

Staff Finding: The surrounding City of Cocoa land area consists of primarily residential use. Therefore, this request is not contrary to the established land use pattern.

b. The proposed change would create an isolated district unrelated to adjacent and nearby districts.

Staff Finding: As noted in the table above, the properties to the north and east do not have zoning assigned, but have a Low Density Residential FLU, which is limited to a maximum density of 7 du/ac. The properties adjacent to the south are RU-1-7, Single Family Residential. There is one parcel to the east that is zoned RU-2-15, Multi-Family. The parcels that will be designated as RU-1-7 will not create an isolated district unrelated to adjacent and nearby districts.

c. The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.

Staff Finding: The parcels to be rezoned, or receive a zoning assignment of, Single Family Residential has been of a residential character since before their annexation in 2004. It is anticipated they will remain as such and are not anticipated to increase or overtax the load on public facilities such as schools, utilities, streets or access. The proposed zoning district RU-1-7 is consistent with the already-established Low Density Future Land Use category, which sets the maximum density of 7 du/ac.

d. Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

Staff Finding: The existing district boundaries are not illogically drawn, as the district is without a zoning category. However, the prior County zoning was also Single Family Residential and was not drawn illogically. The FLU boundary is not illogically drawn, and as it extends to the properties to the south, the map amendment is contiguous to the establish residential boundary.

e. The proposed change would be contrary to the Future Land Use Map and would have an adverse effect on the Comprehensive Plan.

Staff Finding: The proposed rezoning is consistent with Future Land Use Element Policy 1.1.2.3 Low Density Residential in that these areas are “neighborhoods of single family detached housing, limited multiple family attached housing and limited clustered single family attached housing.” Further, in Figure FLU-1, Standards for Future Land Use Categories, shows that RU-1-7 is an applicable zoning district for the Low Density Residential FLU. The proposed rezone to RU-1-7 would not have an adverse effect on the Comprehensive Plan.

f. Changed or changing conditions make the passage of the proposed amendment necessary.

Staff Finding: Without a City zoning designation, this property is not able to be developed as there were no associated permitted uses. The assignment of an RU-1-7 Single Family zoning will not only allow the properties to be developed as such, but will resolve the ambiguity of the allowed uses, and will establish the regulations for future residential development.

g. The proposed change will adversely influence living conditions in the

neighborhood.

Staff Finding: As mentioned, the parcels have been a part of the City since 2004 and have not significantly changed during that time. It is not anticipated this rezone will adversely influence the living conditions in the adjacent neighborhood. Actually, with a zoning designation assigned, the parcels now have guidelines for redevelopment that will create an opportunity for area improvement.

h. The proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

Staff Finding: As the parcels would be developed as single family homes, it is not anticipated that the proposed rezoning would create or excessively increase traffic congestion or otherwise affect public safety.

i. The proposed change will create a drainage problem.

Staff Finding: As mentioned, the parcels have been a part of the City since 2004 and have not significantly changed during that time. At this time, it is not anticipated that the proposed rezoning will create a drainage problem. Any new development in this area will be required to not exceed the maximum lot coverage, or the maximum impervious surface ratio (ISR) that is required for Low Density Residential development standards so as not to impact public stormwater areas.

j. The proposed change will seriously reduce light and air to adjacent areas.

Staff Finding: Any new construction is required to meet the requirements of the City Code to ensure light and air to adjacent areas are not reduced. The development on these parcels will be limited to single family residential, which has a maximum allowable height of 35', a 65% maximum impervious surface ratio, and a 30% maximum building coverage limitation. It is not anticipated that future single family development would seriously reduce light and air to adjacent areas.

k. The proposed change will adversely affect property values in the adjacent areas.

Staff Finding: As the parcels have not significantly changed since their annexations, it is not anticipated this rezone will adversely affect property values in the adjacent areas. Actually, with a zoning designation assigned, the parcels now have guidelines for redevelopment that will create an opportunity for improvement which will increase property value in the neighborhood.

l. The proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

Staff Finding: On the contrary, the assignment of the City zoning category of Single Family Residential will allow the improvement and development of the subject parcels,

given that there will be development standards to follow.

m. The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

Staff Finding: The proposed zoning change implements the City's adopted land use policies and is intended to promote the public welfare through orderly and compatible development. The request does not provide a special privilege to the property owner but instead applies the City's zoning regulations in a manner consistent with similarly situated properties and the community's long-term planning objectives.

n. There are substantial reasons why the property cannot be used in accord with existing zoning.

Staff Finding: With the absence of a City zoning category, redevelopment is not possible. Assigning the category of Single Family Residential will now allow the property owners to redevelop their properties.

o. Whether the change suggested is out of scale with the needs of the neighborhood of the city.

Staff Finding: The proposed rezoning is not out of scale with the needs of the area and would be consistent with and an extension of the existing residential character in the immediate area.

p. It is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.

Staff Finding: Although other properties within the City may currently permit the proposed single-family use, the applicant owns the subject property and seeks to develop it at its present location. The existence of other potentially suitable sites does not preclude consideration of the requested zoning change, provided the subject property is appropriate for the proposed zoning and the request is consistent with the Comprehensive Plan and the surrounding development pattern.

Consistency with Comprehensive Plan Policies and Objectives

The proposed RU-1-7 “Single Family Residential” zoning designation is consistent with the allowable uses under the “Low Density Residential” Future Land Use per the City of Cocoa Comprehensive Plan, per Figure FLU-1, the Standards for Future Land Use Categories.

Concurrency Management/Adequate Public Facilities

Section 15-22 of the City Code provides for a concurrency management system to ensure public facilities and services needed to support development are available concurrent with the impacts of such development and that development orders and development permits are not issued in a manner that will not result in a reduction in the

levels of service below the adopted level of service standards adopted by the City for public facilities and services, as contained in the City's adopted Comprehensive Plan.

If capacity issues relating to any public facilities or services regulated by the City of Cocoa adopted Comprehensive Plan is identified, necessary and appropriate mitigation will be required to be addressed prior to construction.

PRIORITY AREA CONNECTION:
Economic and Community Development

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
May 18, 2004: Ord. 11-2004 Annexation adopted
August 5, 2026: Planning and Zoning Board recommended APPROVAL of Ordinane 12-2026.

RECOMMENDED MOTION:
Staff requests that the City Council **APPROVE** this First Reading of Ordinance 12-2026, an applicant-initiated ordinance amending the official zoning map designation of two (2) parcels of real property, totaling 0.9 acres, more or less, and located generally south of SR 520, west of Ruth Street, east of Virginia Avenue, and north of Jackson Street, in Cocoa, Florida from Brevard County Single-Family Residential (RU-1-9), to City of Cocoa Single-Family Residential (RU-1-7).

ZONING MAP AMENDMENT APPLICATION (MAP ONLY)

Planning and Zoning
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8535
Fax: (321) 433-8543
Web: http://www.cocoafl.org

This form is divided into steps, which will help you prepare your application, provide supplemental items, and prepare for the Planning & Zoning Board and City Council hearings. A pre-application meeting with Staff is **required**.

For Office Use Only - Date Received

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Existing Zoning Category:** UNASSIGNED ZONING
2. **Proposed Zoning Category:** LOW DENSITY RESIDENTIAL
3. **Existing Future Land Use Category:** LOW DENSITY RESIDENTIAL
4. **Proposed Future Land Use Category (*if applicable*):** RU 1-7
5. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting!*

   Company (if applicable): CHANEY REAL ESTATE LLC

   Name: WILLIAM CHANEY

   Mailing Address: 3370 TIPPERARY DR.

   City: MERRITT ISLAND State: FL Zip Code: 32953

   Phone #: _____ Fax #: _____

   Mobile #: 3219179831 E-mail: wchaney51@gmail.com

6. **Property Owner Information:** ** Check here if same as Applicant* → [X]
   ** If more than one owner, attach additional sheet with names and addresses.*

   Company (if applicable): _____

   Name: _____

   Mailing Address: _____

   City: _____ State: _____ Zip Code: _____

   Phone #: _____ Fax #: _____

   Mobile #: _____ E-mail: _____

7. **Property Information:**

Street Address and Location: 155 RUTH ST COCOA FL 32922

Parcel ID: ** If more than two Parcel IDs, attach additional sheet with Parcel IDs.*

2 4 – 3 6 – 3 2 – 2 9 – 4 ☐☐☐☐.☐ – ☐☐☐☐.☐☐

☐☐ – ☐☐ – ☐☐ – ☐☐ – ☐☐☐☐☐.☐ – ☐☐☐☐.☐☐

Tax Account Numbers: ** If more than two Tax Account #s, attach additional sheet with Tax Account #s.*

2 4 2 4 5 2 1 ☐☐☐☐☐☐☐

Land Area: 39204 SF square feet or .9 acres

Existing Use(s) on Property: VACANT LAND

Proposed Use(s) on Property: SINGLE FAMILY RESIDENCES

8. **Please submit the following items in order complete the application:**

a. ☐ **Notarized application.**

b. ☐ **List of owners within 500 feet.** A "radius map package" from Brevard County containing a certified mailing list with mailing labels and a map of all property owners of record who reside within a 500-foot radius of the subject property is required for public notice. It is the applicant's responsibility to request these materials with the Brevard County GIS Department that are available free of charge. Inquiries need to be emailed to **servicedesk@brevardfl.gov** and forwarded to the **City of Cocoa Planning and Zoning Department** when available.

c. ☐ **Application fee.** Please make checks payable to the 'City of Cocoa' and submit payment **ONLY** to the Community Services Department. Public mail notice and legal advertising fees must also be paid a few weeks after application submittal. See Schedule of Fees, Charges and Expenses for applicable fees.

d. ☐ **Proof of ownership.** A copy of the most recent recorded warranty deed is required.

e. ☐ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf. A sample "Letter of Authorization" form is available from the City.

f. ☐ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

g. ☐ **Certified boundary survey.** Submit a certified survey showing all existing structures and all proposed structures.

h. ☐ **Legal description.** Submit a typed copy of the legal description. It may be submitted on a computer disk or by e-mail.

i. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include a site plan drawing, photos, sketches, elevations, or letters from adjoining property owners.

9. **Application filing deadline.** The application filing deadline is on the first day of each month at 5:00 pm for public hearings that are held in the following month. For Zoning Map Amendment applications that are submitted concurrently with other applications, the earlier filing deadline shall apply.

10. **Application filing procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Planning and Zoning Division.

Public hearings process information – please read this!

11. **Dates and locations of public hearings.** All zoning map amendments require one hearing in front of the Planning & Zoning Board and two hearings in front of the City of Cocoa Council.

12. **Board types.** The Planning & Zoning Board is an advisory board to the City Council and therefore is only authorized to make recommendations. City Council is an authoritative body and is able to make binding decisions.

13. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the application. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.

14. **Preparing for the public hearings.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the application request. The City assumes no responsibility or liability relating to the applicant's failure to research and know all applicable laws including, but not limited to state, federal, and city laws, codes, land development regulations, and the comprehensive plan.

15. **Exhibits at public hearings.** If photographs, documents, maps or other materials are provided to the Board/Council as evidence at the public hearing, the applicant must leave those instruments with the Recording Secretary. By law those instruments automatically become part of the public records and cannot be returned to the applicant.

16. **Witnesses at public hearings.** For the purposes of making a decision on the application, the Board/Council shall only consider testimony of qualified witnesses. A witness is determined by the Board/Council and is generally based on:
    a. The witness has personal knowledge of the fact in which the witness will testify; and/or
    b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:
        1. *Layman witness*: Testimony of a witness other than an expert witness is qualified only if:
            - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.
            - The opinions and inferences do not require any special knowledge, skill experience or training.
        2. *Expert witness*. Testimony of an expert witness is qualified only if:
            - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.
            - The witness is adequately qualified to express an opinion on the matter.

17. **Planning & Zoning Board vs. City Council actions.** If the Planning & Zoning Board finds that the facts presented in the matter justify approval, it may recommend to approve the request, or a portion thereof, and it may specify any conditions deemed necessary to preserve the intent of the City of Cocoa Code. If the Board finds that the facts presented do not justify approval, it may recommend to deny the request and will specify the reasons for denial. A decision is usually made at the same meeting that the hearing is held. Regardless of the outcome, the application will be forwarded to the City Council for consideration where a final decision can be made.

18. **In order to approve a zoning map amendment, the Planning & Zoning Board and City Council must consider and study the criteria listed below (as described in Appendix A, Article XXII, Section 1 (G)(1) of the City of Cocoa Code). Please provide your consideration of the following criteria and any pertinent data and evidence that may be useful to the Planning & Zoning Board and City Council. Use extra sheets if necessary.**

a. **Whether or not the proposed change is contrary to the established land use pattern.**

The proposed zoning amendment to Low Density Residential is consistent with the established residential development pattern within the surrounding neighborhood. Adjacent and nearby properties are predominantly residential in nature, and the proposed single-family residential use is compatible with the character and scale of the area. The request aligns with the existing Future Land Use designation and supports orderly residential growth within the City of Cocoa.

b. **Whether or not the proposed change would create an isolated district unrelated to adjacent and nearby districts.**

The proposed zoning amendment would not create an isolated zoning district. The requested Low Density Residential zoning is compatible with surrounding residential uses and serves as a logical continuation of the existing residential development pattern in the area. The request promotes consistency and continuity within the neighborhood.

c. **Whether or not the proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.**

The proposed zoning amendment is not expected to materially alter the population density pattern or overburden public facilities. The intended use consists of single-family residences at a low residential density consistent with the area's Future Land Use designation. Existing infrastructure, including roadway access, utilities, and public services, is capable of serving the proposed development subject to standard development review procedures.

d. **Whether or not existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.**

The current unassigned zoning designation does not reflect the existing residential character or anticipated use of the property and surrounding area. Assigning Low Density Residential zoning establishes a logical zoning classification that is consistent with nearby development patterns and the property's intended residential use.

e. **Whether or not the proposed change would be contrary to the land use plan and would have an adverse effect on the comprehensive plan.**

The proposed zoning amendment is consistent with the City's Comprehensive Plan and existing Future Land Use designation for Low Density Residential. The request supports compatible residential infill development and does not adversely impact the goals, objectives, or policies of the Comprehensive Plan.

f. **Whether or not changed or changing conditions make the passage of the proposed amendment necessary.**

The property is currently classified as unassigned zoning despite being located within a predominantly residential area. Establishing an appropriate residential zoning classification is necessary to facilitate orderly development of the property consistent with surrounding uses and the City's adopted planning objectives.

g. **Whether or not the proposed change will adversely influence living conditions in the neighborhood.**

The proposed single-family residential development will not adversely influence living conditions in the neighborhood. The proposed use is compatible with surrounding residential properties and is expected to contribute positively to the area through appropriate development, maintenance, and investment in the property.

h. **Whether or not the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.**

The proposed low-density single-family residential use is not expected to generate excessive traffic or create adverse public safety impacts. Traffic generated by the proposed development will be minimal and consistent with normal residential activity patterns within the area.

i. **Whether or not the proposed change will create a drainage problem.**

The proposed development will comply with all applicable stormwater and drainage requirements during the site development review and permitting process. The project is not anticipated to create drainage problems or negatively impact adjacent properties.

j. **Whether or not the proposed change will seriously reduce light and air to adjacent areas.**

The proposed single-family residential use will not seriously reduce light or air to adjacent properties. Development will comply with applicable setback, height, and lot coverage requirements established by the City of Cocoa Land Development Regulations.

k. **Whether or not the proposed change will adversely affect property values in the adjacent areas.**

The proposed zoning amendment and future residential development are not expected to adversely affect surrounding property values. Appropriate residential development and investment in the property are anticipated to support neighborhood stability and enhance the overall appearance and value of nearby properties.

l. **Whether or not the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.**

The proposed rezoning will not deter adjacent development. Instead, the request supports cohesive residential growth patterns and encourages compatible investment and development within the surrounding neighborhood.

m. **Whether or not the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.**

The requested zoning amendment does not constitute a special privilege. The request is consistent with the surrounding residential character, existing Future Land Use designation, and the public interest in promoting orderly and compatible development within the City of Cocoa.

n. **Whether or not there are substantial reasons why the property cannot be used in accord with existing zoning.**

The property currently carries an unassigned zoning designation, which limits the ability to reasonably develop the property in a manner consistent with the surrounding residential neighborhood and adopted land use policies. The requested zoning classification is necessary to establish a proper and usable zoning category for the property.

o. **Whether or not the change suggested is out of scale with the needs of the neighborhood.**

The subject property is suitable for the proposed residential use based on its location, surrounding development pattern, and existing Future Land Use designation. The request represents an appropriate use of the property and supports efficient utilization of available residential land within the City of Cocoa.

p. **Whether or not the it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.**

The subject property is suitable for the proposed residential use based on its location, surrounding development pattern, and existing Future Land Use designation. The request represents an appropriate use of the property and supports efficient utilization of available residential land within the City of Cocoa.

19. **Signatures and Notarization.**

STATE OF Florida COUNTY OF Brevard. I, William Chaney being first duly sworn, depose and say that:

☑ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☐ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this application and applicable petition, and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

William Chaney
(APPLICANT SIGNATURE)

Hailey Jones
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☑

Type of I.D. Produced Driver license

Notary Public State of Florida
Hailey Jones
My Commission HH 647734
Expires 3/5/2029

Hailey Jones
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 28TH day of May, 20 26

FOR OFFICE USE ONLY

Fee of $ _____ in cash ☐ or check ☐ (No. _____) payable to the "City of Cocoa".

Receipt Number: _____

Date: _____

Signature from Planning & Zoning Division:

_____

CFN 2026100869, OR BK 10627 Page 585, Recorded 05/18/2026 at 09:26 AM Rachel M. Sadoff, Clerk of Courts, Brevard County Doc. D: $525.00

Prepared by:

321 Closing, LLC
1353 North Courtenay Parkway, Suites R & S
Merritt Island, Florida 32953

File Number: 26-1087

General Warranty Deed

Made this May 14, 2026 A.D. By **Beyond Bossy Boutique, LLC, a Florida Limited Liability Company** whose address is: 2013 ROLLINS DRIVE, Cocoa, Florida 32922, hereinafter called the grantor, to **Chaney Real Estate LLC, a Florida limited liability company**, whose post office address is: 3370 TIPPERARY DRIVE, Merritt Island, Florida 32953, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Brevard County, Florida, viz:

Parcel 1

Part of Block 4, Pine Grove Park Subdivision, according to the plat thereof as recorded in Plat Book 9, Page 24, public records of Brevard County, Florida, and being more particularly described as follows:
From the Northeast corner of Pine Acres Subdivision, according to the plat thereof as recorded in Plat Book 9, Page 46, public records of Brevard County, Florida, go Southerly along the East line of said Pine Acres Subdivision a distance of 475 feet to the Point of Beginning; thence continue Southerly along said East line of Pine Acres Subdivision, a distance 125 feet; thence go Easterly, parallel to the North line of Block 4 of Pine Grove Park Subdivision, a distance of 140 feet, more or less, to the West right-of-way line of Ruth Street; thence go Northerly, along said West right-of-way line of Ruth Street, a distance of 125 feet; thence go Westerly parallel to the North line of Block 4 of Pine Grove Park, a distance of 140 feet to the Point of Beginning.
\tab
Parcel 2:

Part of Block 4, Pine Grove Park Subdivision, according to the plat thereof as recorded in Plat Book 9, Page 24, public records of Brevard County, Florida, and being more particularly described as follows:
From the Northeast corner of Pine Acres Subdivision, according to the plat thereof as recorded in Plat Book 9, Page 46, public records of Brevard County, Florida, go Southerly along the East line of said Pine Acres Subdivision a distance of 675 feet to the Point of Beginning; thence continue Southerly along the East line of Pine Acres Subdivision, a distance of 159.07, more or less, to the North right-of-way line of Jackson Street; thence go Easterly, along said North right-of-way line of Jackson Street, a distance of 140 feet to the intersection of the North right-of-way line of Jackson Street with the West right-of-way line of Ruth Street; thence go Northerly along the West right-of-way Pine of Ruth Street, a distance of 159.07 feet to the Southeast corner of lands as described in Official Records Book 674, page 380, public records of Brevard County, Florida; thence go Westerly, parallel to the North right-of-way line of Jackson Street, a distance of 140 feet to the Point of Beginning.

Parcel ID Number: **24-36-32-29-4/2424521**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2025.

Prepared by:

321 Closing, LLC
1353 North Courtenay Parkway, Suites R & S
Merritt Island, Florida 32953

File Number: 26-1087

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Printed Name: Chelice Estabrook

Witness Address: 1353 N Courtenay Pkwy Merritt Island, FL 32953

Witness Printed Name: Jennifer Parrish

Witness Address: 1353 N. Courtenay Pkwy Merritt Island, FL 32953

Beyond Bossy Boutique LLC, a Florida limited liability company

Yolanda Thomas (Seal)

YOLANDA THOMAS, AMBR

Address: 2013 ROLLINS DRIVE, Cocoa, Florida 32922

State of FLORIDA
County of BREVARD

The foregoing instrument was acknowledged before me X in my physical presence or [ ] remote online notary, this 14th day of May, 2026, by YOLANDA THOMAS, AMBR of Beyond Bossy Boutique, LLC, who is/are personally known to me or who has produced VALID PHOTO ID as identification.

Notary Public
Print Name:

My Commission Expires:

JENNIFER PARRISH
Commission # HH 726181
Expires October 22, 2029

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by Entity Name

Florida Limited Liability Company
CHANEY REAL ESTATE LLC

Filing Information

Document Number	L23000460419
FEI/EIN Number	99-0673601
Date Filed	10/05/2023
Effective Date	10/05/2023
State	FL
Status	ACTIVE

Principal Address

3370 TIPPERARY DR.
MERRITT ISLAND, FL 32953

Mailing Address

3370 TIPPERARY DR.
MERRITT ISLAND, FL 32953

Changed: 04/04/2025

Registered Agent Name & Address

CHANEY, WILLIAM
3370 TIPPERARY DR.
MERRITT ISLAND, FL 32953

Authorized Person(s) Detail

Name & Address

Title MGR

CHANEY, WILLIAM
3370 TIPPERARY DR.
MERRITT ISLAND, FL 32953

Title MGR

CHANEY, EVON M
3370 TIPPERARY DR.
MERRITT ISLAND, FL 32953

Annual Reports

Report Year	Filed Date
2024	04/02/2024
2025	04/04/2025
2026	04/17/2026

Document Images

04/17/2026 -- ANNUAL REPORT	View image in PDF format
04/04/2025 -- ANNUAL REPORT	View image in PDF format
04/02/2024 -- ANNUAL REPORT	View image in PDF format
10/05/2023 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

REAL PROPERTY DETAILS
Account 2424521 - Roll Year 2025

Owners	CHANEY REAL ESTATE LLC
Mailing Address	3370 TIPPERARY DR MERRITT ISLAND FL 32953
Site Address	155 RUTH ST COCOA FL 32922
Parcel ID	24-36-32-29-4
Taxing District	23D0 - COCOA
Exemptions	NONE
Property Use	1000 - VACANT COMMERCIAL LAND
Total Acres	0.50
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0009/0024
Subdivision	PINE GROVE PARK
Land Description	PINE GROVE PARK PART OF BLK 4 DESC IN ORB 10627 PG 585 AS PAR 2



VALUE SUMMARY

Category	2025	2024	2023
Market Value	$36,660	$36,660	$36,660
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$36,660	$36,660	$36,660
Assessed Value School	$36,660	$36,660	$36,660
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$36,660	$36,660
Taxable Value Non-School	$36,660	$0	$0
Taxable Value School	$36,660	$0	$0

SALES / TRANSFERS

Date	Price	Type	Instrument
05/14/2026	$75,000	WD	10627/0585
06/24/2024	$25,000	WD	10094/2404
06/19/2003	$2,000	QC	5045/2215
12/30/1996	--	WD	3633/1335
02/01/1995	--	PT	3455/4419
04/14/1983	--	QC	2423/1713

No Data Found

REAL PROPERTY DETAILS
Account 3042211 - Roll Year 2025

Owners	CHANEY REAL ESTATE LLC
Mailing Address	3370 TIPPERARY DR MERRITT ISLAND FL 32953
Site Address	NONE
Parcel ID	24-36-32-29-4-23
Taxing District	23D0 - COCOA
Exemptions	NONE
Property Use	1000 - VACANT COMMERCIAL LAND
Total Acres	0.40
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0009/0024
Subdivision	PINE GROVE PARK
Land Description	PINE GROVE PARK PART OF BLK 4 DESC IN ORB 10627 PG 585 AS PAR 1

VALUE SUMMARY

Category	2025	2024	2023
Market Value	$0	$0	$0
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$0	$0	$0
Assessed Value School	$0	$0	$0
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$0	$0	$0
Taxable Value School	$0	$0	$0

SALES / TRANSFERS

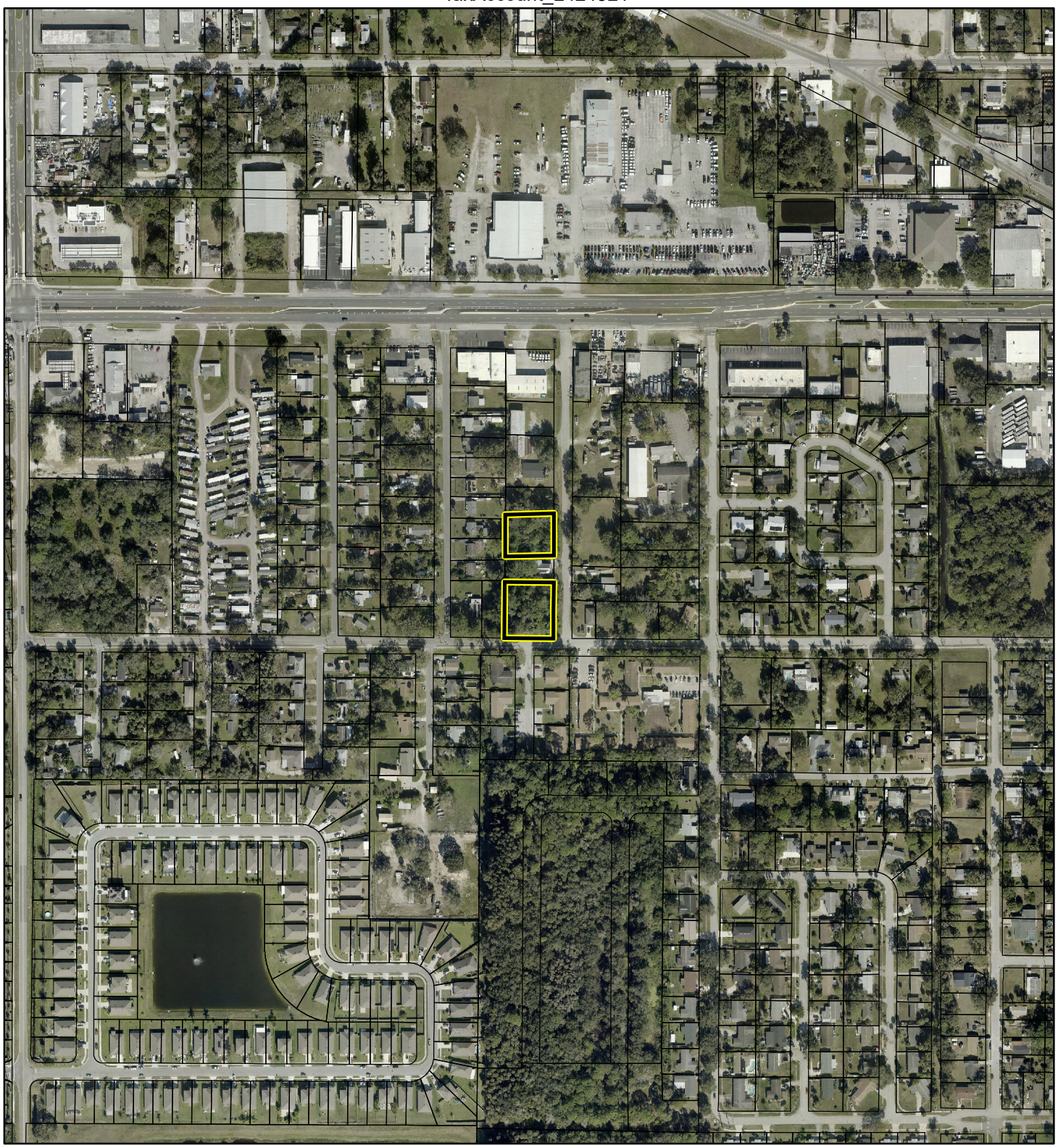
Date	Price	Type	Instrument
No Data Found			

No Data Found

AERIAL MAP

BEYOND BOSSY BOUTIQUE LLC

TaxAccount_2424521



N

W E

S

1:4,800 or 1 inch = 400 feet

PHOTO YEAR: 2026

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 6/8/2026

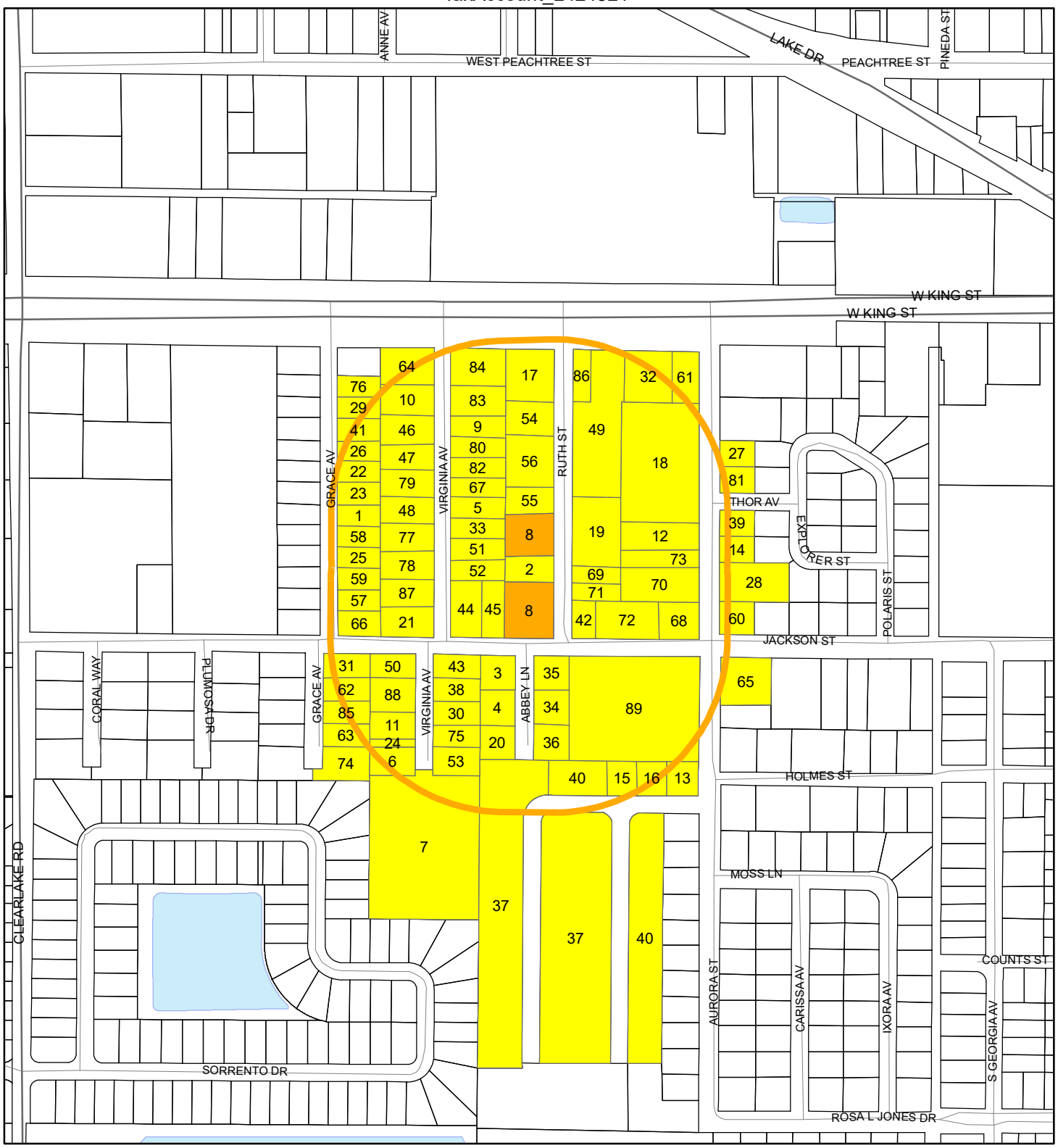
Subject Property

Parcels

RADIUS MAP

BEYOND BOSSY BOUTIQUE LLC

TaxAccount_2424521



1:4,800 or 1 inch = 400 feet

Buffer Distance: 500 feet

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 6/8/2026

Buffer

Subject Property

Notify Property

Parcels

1019 LLC
3690 BUTTONWOOD DR
TITUSVILLE FL 32796-2904

145 RUTH AVE LLC
7005 CORAL COVE DR
ORLANDO FL 32818-2866

ALFRED L WASHINGTON REVOCABLE TRUST
3018 SANDGATE CT
COCOA FL 32926-4434

ALLEN, VICKIE L
ALLEN, JIMMIE L
132 VIRGINIA AVE
COCOA FL 32922-8634

BENJAMIN, SANFORD
BENJAMIN, DORIS
221 VIRGINIA AVE
COCOA FL 32922-

BENJAMIN, SANFORD
BENJAMIN, DORIS E
221 VIRGINIA AVE
COCOA FL 32922-6157

BEYOND BOSSY BOUTIQUE LLC
2013 ROLLINS DR
COCOA FL 32922-5441

BOYER, DOUGLAS ALLEN
BOUCHER, TIFFANY
116 VIRGINIA AVE
COCOA FL 32922-8634

BREVARD COUNTY FARM BUREAU LAA
PO BOX 236757
COCOA FL 32923-6757

BROWN, WILLIE RAY,JR
217 VIRGINIA AVE
COCOA FL 32922-6157

BURGESS, LAMAR
117 AURORA STREET
COCOA FL 32922-

BURKS, JOYCE
BURKS, LORENZO
607 AURORA ST
COCOA FL 32922-6183

BURSE, AUDREY
118 AURORA ST
COCOA FL 32922-8602

CADET, WISNER
DOCTEUR, JULIENNE
1410 NE 42ND ST
POMPANO BCH FL 33064-

CARTER, DANIEL
965 WHITMIRE DR
MELBOURNE FL 32935-6988

CENTRAL BREVARD SHARING CENTER INC
PO BOX 3363
COCOA FL 32924-3363

CENTRAL BREVARD SHARING CENTER INC
PO BOX 3363
COCOA FL 32924-3363

CHRISTINE J MCDONOUGH REVOCABLE TRUST
425 BACARDI DR
MERRITT ISLAND FL 32953-3211

CONEY, JAMES A,JR
CONEY, VIRGINIA I
440 OXFORD AVE
MERRITT ISLAND FL 32953-4415

DAJ PROPERTIES LLC
8534 LOREN COVE DR
MELBOURNE FL 32940-7867

DAVIS, WILLARD TR
21273 ROAD P.3
CORTEZ CO 81321-9639

DYMORA, MICHAEL JAMES
140 GRACE AVE
COCOA FL 32922-8608

EJ & LH PROPERTIES LLC
PO BOX 701
MELBOURNE FL 32902-0701

FARAWAY SG LLC
280 PARK AVE, FL 9
NEW YORK NY 10017-1274

FERGUSON, SHERRY ANN
FERGUSON, JAN SCOTT
4835 SANTA ROSA AVE
TITUSVILLE FL 32780-6815

FOLSTON, WILLIE BORA
FOLSTON, ELIZABETH KEY
212 VIRGINIA AVE
COCOA FL 32922-

FRED'S INVESTMENTS LLC
4437 BRIDGEWATER DR
ORLANDO FL 32817-1372

GILES A J MALONE & ALISON MALONE REVOCABLE TRUST
2230 SYKES CREEK DR
MERRITT ISLAND FL 32953-3047

HARDY, WILLIAM T
PO BOX 486
COCOA FL 32923-0486

HOUSING FOR HOMELESS INC
1490 DIGNITY CIR
COCOA FL 32922-6635

HUFF, EDWIN
208 VIRGINIA AVE
COCOA FL 32922-6157

HUTCHINSON, JIMMIE
BELL, CLYDE
1059 MARLIN DR
ROCKLEDGE FL 32955-2254

JACKSON, BETTY J
4571 ABERDEEN CIR
VIERA FL 32955-

JACKSON, CARRIE MAE
116 GRACE AVE
COCOA FL 32922-

JOHNSTON, CHRISTOPHER ROBIN
CABREY, MARTHA
425 HIGHVIEW DR
WAYNE PA 19087-4605

JONES, ERIK
JONES, NATASHA M
3142 RESIDENCE EAST WAY
ORLANDO FL 32828-9186

KNOBEN, AUSTIN
150 VIRGINIA AVE
COCOA FL 32922-8634

LAKE DORA LLC
1236 W KING ST
COCOA FL 32922-8620

LEHNERT, JOAN
843 EGRET ROAD
COCOA FL 32926-

LEMON, MARTHA
LEMON, JOSEPH
205 VIRGINIA AVE
COCOA FL 32922-6157

LESTER, JASON
LESTER, JILL C
140 VIRGINIA AVE
COCOA FL 32922-8634

LESTER, JASON A
140 VIRGINIA AVE
COCOA FL 32922-8634

LEWANDOWSKI, KASSONDRA
LEWANDOWSKI, MADELINE
220 VIRGINIA AVE
COCOA FL 32922-6157

LEWIS, BRANTLEY THOMAS,III
115 RUTH AVE
COCOA FL 32922-8656

LEWIS, BRANTLEY THOMAS
115 RUTH AVE
COCOA FL 32922-8656

LEWIS, BRANTLEY THOMAS,III
4265 BASS RD
COCOA FL 32926-6202

LIGHT PROPERTY 5 LLC
510 S BANANA RIVER DR
MERRITT ISLAND FL 32952-2648

MC FARR, RORY
MC FARR, RAYMOND
129 GRACE AVE
COCOA FL 32922-

MERSEREAU, RICHARD L
1345 PALMER CT
COCOA BEACH FL 32931-2327

MICHEL, GARDY
132 AURORA ST
COCOA FL 32922-8602

MOHAN FAMILY TRUST
5060 SATURDAY PL
COCOA FL 32926-2536

MOLE, JACKIE
6068 RED STAG DR
PORT ORANGE FL 32128-6980

MUNN, VERMONT
216 GRACE AVE
COCOA FL 32922-

NEW WAY AUTO LLC
1411 W KING ST
COCOA FL 32922-8623

PARADISE COOLJC INC
992 DEMARET DR
ROCKLEDGE FL 32955-2333

PATTERSON, GWENDOLYN
TUCKER, TARITA
3815 E LAKE VIEW BLVD
COCOA FL 32926-4156

PETRUCCI, ANNA M
ANDERSON, HORACE GREGORY,JR
128 VIRGINIA AVE
COCOA FL 32922-8634

PIRES, CARLOS MANUEL,SR
41 BURBANK DR
PALM COAST FL 32137-9485

PLOWMAN-RENDER, LESLEY ROSALEE
148 RUTH AVE
COCOA FL 32922-8629

PLOWMAN-RENDER, LESLEY ROSALEE
148 RUTH ST
COCOA FL 32922-

PROMOTRADE USA INC
622 NW SAN CANDIDO WAY
PORT SAINT LUCIE FL 34986-1740

ROGER C VAUGHN REVOCABLE TRUST NUMBER 1
PO BOX 321202
COCOA BEACH FL 32932-1202

SARTORI, THOMAS
108 GRACE AVE
COCOA FL 32922-8608

SASNETT, PEARL SOLOMON TRUSTEE
137 VIRGINIA AVE
COCOA FL 32922-8655

SASNETT, PEARL SOLOMON TRUSTEE
137 VIRGINIA AVE
COCOA FL 32922-

SMITH, FRED HARRIS SR
119 VIRGINIA AVE
COCOA FL 32922-

SMITH, WILLIE LEE
SMITH, LAURA D
516 ROBERTS ST
MELBOURNE FL 32901-

STRADFORD, CHRISTINE F
1240 THOR AVE
COCOA FL 32922-8631

THAIS SVB LLC
3495 5TH N AVE N
SAINT PETERSBURG FL 33713-9010

TRANCHIDA, SALVATORE C
HUND, KAREN W
1505 MONTE CARLO CT
MERRITT ISLAND FL 32952-5665

WARING, EMMANUEL
WARING, LAQUITA
212 GRACE AVE
COCOA FL 32922-6125

WARLOCKS REALTY LLC
1325 W KING ST
COCOA FL 32922-8693

WILLIAMS, JERRON
WILLIAMS, KAREN J
145 VIRGINIA AVE
COCOA FL 32922-8655

WILLIAMS, KIMBERLY J
SMITH, CARL,III
495 STONE ST
COCOA FL 32922-7403

YSM 1001 PROPERTIES LLC
1301 JACKSON ST
COCOA FL 32922-6188

ORDINANCE NO. 12-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF TWO (2) PARCELS OF REAL PROPERTY, TOTALING 0.9 ACRES, MORE OR LESS, AND LOCATED GENERALLY SOUTH OF SR 520, WEST OF RUTH STREET, EAST OF VIRGINIA AVENUE, AND NORTH OF JACKSON STREET, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY SINGLE-FAMILY RESIDENTIAL (RU-1-9), TO CITY OF COCOA SINGLE-FAMILY RESIDENTIAL (RU-1-7); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the subject properties were annexed into the City of Cocoa via Ordinance 11-2004 and a Low Density Residential (LDR) Future Land Use designation was assigned to such properties; and

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa have recommended approval of this Ordinance; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, the Planning and Zoning Board, citizens, and all interested parties submitting comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Cocoa Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of the City of Cocoa.

Section 2. **Zoning Map Amendment.** That the Official Zoning Map of the City of Cocoa, as described in the City of Cocoa Code, Article VIII, Section 1, is hereby amended to include a change of classification from Brevard County Zoning Single-Family Residential (RU-1-

9) to City of Cocoa Single Family Residential (RU-1-7) for the parcels of real property identified by Tax Account Nos. 2424521 and 3042211 as further depicted on **Exhibit "A,"** attached hereto and incorporated herein by this reference. City Staff are hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

Section 3. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent Ordinances and Resolutions adopted by the City Council, or parts of prior Ordinances and Resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, word, or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 5. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2026.

_____
MICHAEL C. BLAKE, Mayor

ATTEST:

_____
MONICA ARSENAULT, CMC
City Clerk

Legal Ad Published: _____
First Reading: _____
Legal Ad Published: _____
Second Reading: _____

EXHIBIT A

LEGAL DESCRIPTION

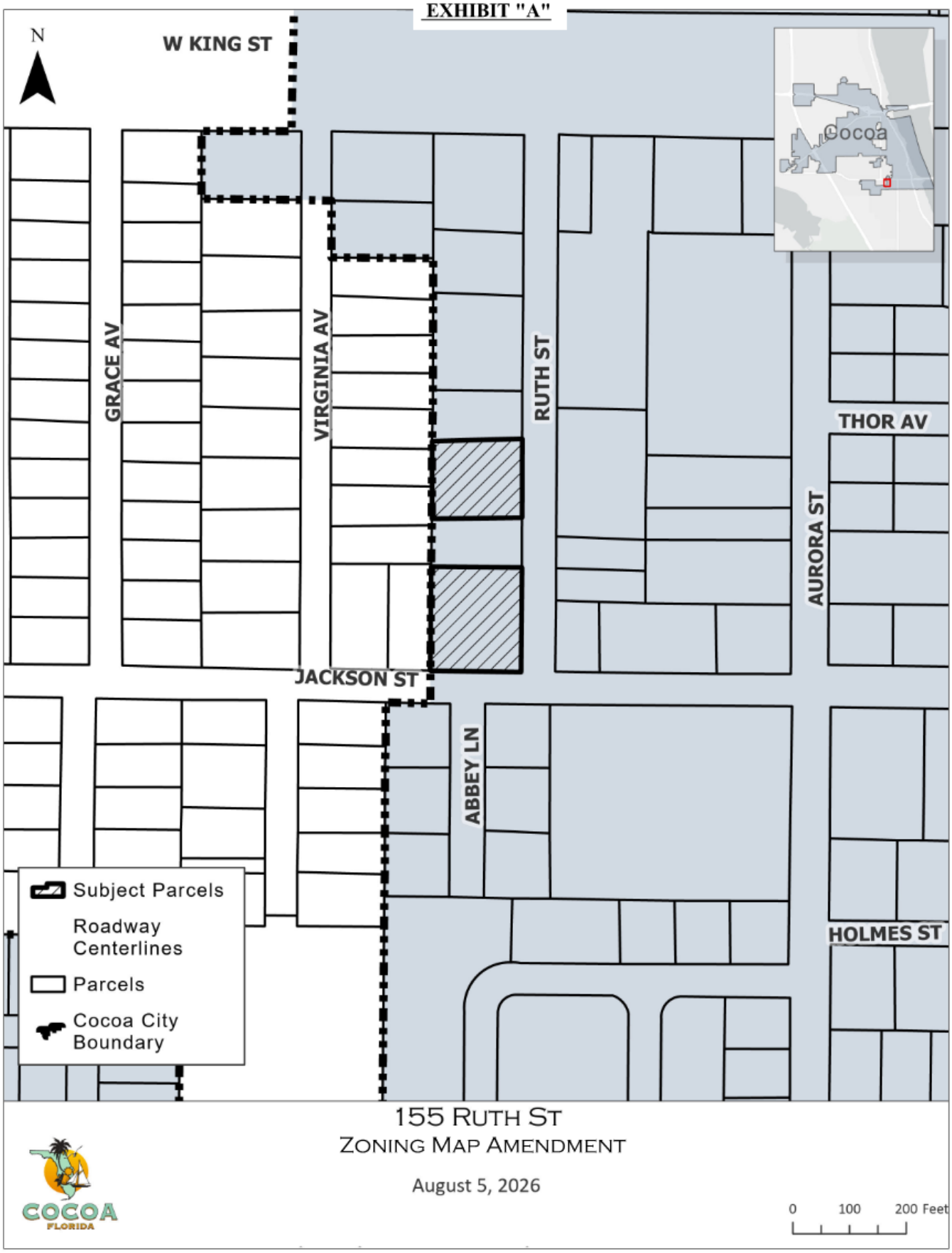
(PARCEL 1)

PART OF BLOCK 4, PINE GROVE PARK SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 24, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF PINE ACRES SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 46, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, GO SOUTHERLY ALONG THE EAST LINE OF SAID PINE ACRES SUBDIVISION A DISTANCE OF 475 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHERLY ALONG SAID EAST LINE OF PINE ACRES SUBDIVISION, A DISTANCE OF 125 FEET; THENCE GO EASTERLY, PARALLEL TO THE NORTH LINE OF BLOCK 4 OF PINE GROVE PARK SUBDIVISION, A DISTANCE OF 140 FEET, MORE OR LESS, TO THE WEST RIGHT-OF-WAY LINE OF RUTH STREET; THENCE GO NORTHERLY, ALONG SAID WEST RIGHT-OF-WAY LINE OF RUTH STREET, A DISTANCE OF 125 FEET; THENCE GO WESTERLY PARALLEL TO THE NORTH LINE OF BLOCK 4 OF PINE GROVE PARK, A DISTANCE OF 140 FEET TO THE POINT OF BEGINNING.

(PARCEL 2)

PART OF BLOCK 4, PINE GROVE PARK SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 24, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF PINE ACRES SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 46, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, GO SOUTHERLY ALONG THE EAST LINE OF SAID PINE ACRES SUBDIVISION A DISTANCE OF 675 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHERLY ALONG THE EAST LINE OF PINE ACRES SUBDIVISION, A DISTANCE OF 159.07, MORE OR LESS, TO THE NORTH RIGHT-OF-WAY LINE OF JACKSON STREET; THENCE GO EASTERLY, ALONG SAID NORTH RIGHT-OF-WAY LINE OF JACKSON STREET, A DISTANCE OF 140 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF JACKSON STREET WITH THE WEST RIGHT-OF-WAY LINE OF RUTH STREET; THENCE GO NORHTERLY ALONG THE WEST RIGHT-OF-WAY LINE OF RUTH STREET, A DISTANCE OF 159.07 FEET TO THE SOUTHEAST CORNER OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 674, PAGE 380, PUBLIC RECORDS OF

BREVARD COUNTY, FLORIDA; THENCE GO WESTERLY, PARALLEL TO THE NORTH



ORDINANCE NO 11-2004.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA ANNEXING APPROXIMATELY 26 ACRES OF REAL PROPERTY GENERALLY LOCATED SOUTH AND NORTH OF STATE ROAD 520 AND EAST OF VIRGINIA AVENUE TO THE WESTERN BOUNDARY OF THE CURRENT CORPORATE LIMITS, OF WHICH THE RESIDENTIAL AREA IS GENERALLY KNOWN AS PINEGROVE SUBDIVISION; PROVIDING FOR THE AMENDMENT OF COCOA CHARTER, ARTICLE 1, CITY BOUNDARIES, TO INCORPORATE THE REAL PROPERTY INTO THE CITY BOUNDARIES; PROVIDING FOR A REFERENDUM FOR APPROVAL BY THE REGISTERED ELECTORS OF THE AREA PROPOSED TO BE ANNEXED; PROVIDING FOR THE FILING OF THE REVISED COCOA CHARTER WITH THE DEPARTMENT OF STATE; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 171, Florida Statutes provides the exclusive method of municipal annexation, in order to ensure sound urban development and efficient provision of urban services; and

WHEREAS, the City has determined that the area to be annexed is contiguous and reasonably compact, is developed for urban purposes, is not within the boundaries of another municipality, and has met all other requirements of Chapter 171, Florida Statutes, including but not limited to the prerequisites for annexation; and

WHEREAS, the City Council has determined that the annexation of the properties within the Subject Area have met all procedural requirements and that it will promote sound urban development and efficient provision of urban services; and

WHEREAS, the annexation is in compliance and consistent with the goals and objectives of the City of Cocoa Comprehensive Plan, Charter, and City Code; and

WHEREAS, in the best interest of the public health, safety, and welfare of the citizens of Cocoa, the City Council of the City of Cocoa desires to annex the real property generally described below into the municipal boundaries of the City of Cocoa; and

WHEREAS, upon adoption of this Ordinance, the municipal boundary lines of the City of Cocoa, contained in Cocoa Charter, Article 1, Section 1, shall be redefined to include the subject real property.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Annexation of Real Property. The real property shall be, and is hereby annexed into the City of Cocoa, Florida. This real property is described in Exhibit "A" and illustrated in Exhibit "B". The real property shall be known as existing within the boundaries of the City of Cocoa, Florida, from the effective date of this ordinance.

Section 2. Referendum by Registered Electors. This ordinance proposing to annex the property herein described to the corporate limits to the City of Cocoa shall be submitted to a vote of the registered electors of the area herein proposed to be annexed. The referendum for annexation shall be held May 18, 2004, with a ballot in a form substantially similar to that set forth in Exhibit "C" which is attached hereto and incorporated herein by this reference. Such election shall be held in conformity with the laws and ordinances now in effect and in conformance with the provisions of Chapter 171, Florida Statutes.

Section 3. City Boundaries Redefined; Cocoa Charter Amended. Pursuant to Section 166.031(3), Florida Statutes, and Section 171.091, Florida Statutes, the City of Cocoa Charter, Article 1, Section 1, is hereby amended to redefine the corporate boundaries of the City of Cocoa to include real property described in Section 1 of this Ordinance. The City Clerk shall file the revised Cocoa Charter, Article 1, Section 1, with the Department of State within thirty (30) days of the effective date of this Ordinance.

Section 4. Repeal of Prior Inconsistent Ordinances and Resolutions. All ordinances and resolutions or parts of ordinances and resolutions in conflict herewith are hereby repealed to the extent of conflict.

Section 5. Severability. Should any section or provision of this Ordinance, or any portion hereof, any paragraph, sentence, or word be declared by a Court of competent jurisdiction to be invalid, such decision shall not effect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

Section 6. Effective Date. This ordinance shall become effective ten (10) days after the referendum, providing that there is a majority vote for annexation by the registered electors of the area proposed herein to be annexed.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 13th day of April, 2004.

Judy Parrish, Mayor

ATTEST

Joan Clark, City Clerk

First Reading: March 23, 2004
Second Reading: April 13, 2004
Effective Date: May 28, 2004

EXHIBIT "A"
Legal Description

The subject property is generally described as an area located in Section 32, Township 24 South, Range 36 East, Brevard County, Florida being more particularly described as follows:

BEGIN at the intersection of the East line of the Northwest ¼ of said Section 32 with the North right of way line of State Road No. 520, said point being the ***Point of Beginning***; thence run N 89°31'55" W, along said North right of way line, a distance of 295.16 feet to a point of right of way transition; thence run N 00°28'05" E, along said transition, a distance of 27.50 feet to the Southeast corner of Lot 32 of the PLAT OF SUBDIVISION OF BLOCK NO. 1 OF PINE GROVE PARK, recorded in Plat Book 9, Page 34 of the public records of Brevard County, Florida; thence run N 00°07'56" W, along the East line of said lot, a distance of 132.80 feet to a point on the South line of the North 118.66 feet of said Lot 32; thence run N 89°59'23" W, along said South line and its Westerly extension, a distance of 170.60 feet; thence run S 00°23'58" E, a distance of 132.33 feet to a point on the North right of way line of State Road No. 520; thence run N89°28'34"W along said North right of way, a distance of 989.00 feet to a point on the Southwest corner of Lot 17 of said PINE GROVE PARK subdivision; thence run S00°28'13"W, a distance of 200.00 feet to a point on the South right of way line of State Road No. 520; thence run N 89°42'30" W, a distance of 141.55 feet to a point on the Northwest corner of Lot 1 of the PLAT OF PINE ACRES, recorded in Plat Book 9, Page 46 of the public records of Brevard County, Florida; thence run S 00°17'30" W, along the West line of said Lot 1, a distance of 110.00 feet to a point on the Southwest corner of said Lot 1; thence run S 89°42'30"E, a distance of 350.00 feet to a point on the Southeast corner of Lot 11 of said PLAT OF PINE ACRES; thence run S 00°17'30" W, a distance of 774.70 feet to a point on the South right of way line of Jackson Street; thence run S89°37'15"E, along said South right of way line, a distance of 615.00 feet to a point on the East right of way line of Aurora Street; thence run S 00°09'20" W, along the said East right of way line, a distance of 498.80 feet to a point on the North line of Block "A", PINEGROVE PARK, UNIT NO. 2, FIRST ADDITION, as recorded in Plat Book 17, Page 88, public records of Brevard County, Florida; thence run S 89°37'15" E, a distance of 641.52 feet to a point on the East line of the Northeast ¼ of the Southwest ¼ of said Section 32; thence run N 00°07'55" W along the East line of said quarter section and the East line of the Southeast ¼ of the Northwest ¼ of sad Section 32, a distance of 1180.90 feet to a point which is the Easterly projection of the South line of a tract of land described in Deed Book 344, Page 182 of the public records of Brevard County, Florida; thence run N89°31'55"W, along said line, a distance of 230.00 feet to a point on the Southwest corner of the tract of land described in Deed Book 344, Page 182 of the public records of Brevard County, Florida; thence run N 00°07'55" W, along said tract of land, a distance of 200.00 feet to a point on the South right of way line of State Road No. 520; thence run S89°31'55"E, a distance of 230.00 feet to a point on the East line of the Southeast ¼ of the Northwest ¼ of said Section 32; thence run N 00°07'55" W, along the East line of said quarter section, a distance of 172.50 feet to a point on the North right of way line of State Road No. 520, said point being the ***Point of Beginning***.

Containing 39.51 acres more or less.

EXHIBIT "B"

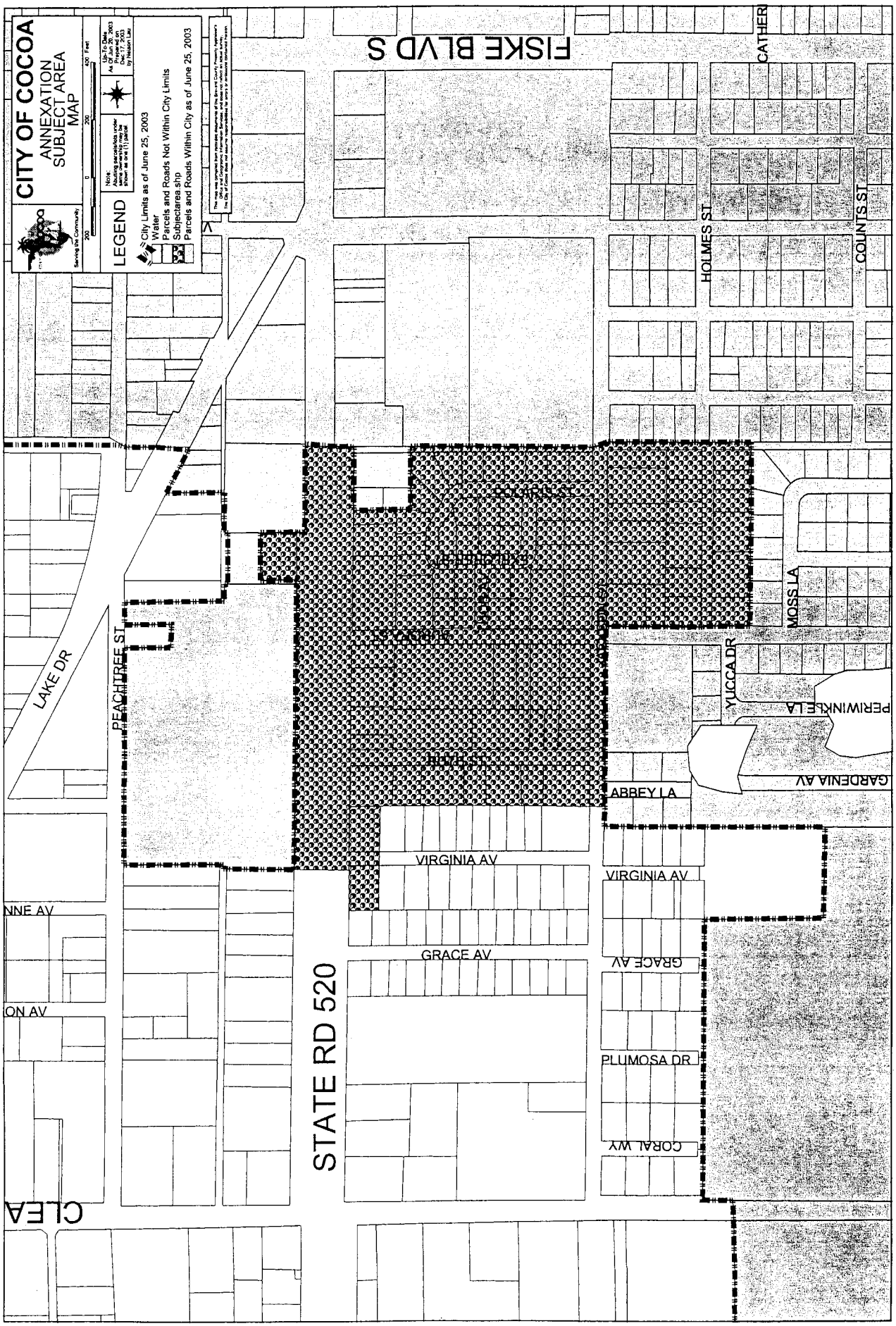

CITY OF COCOA
ANNEXATION
SUBJECT AREA
MAP
Saving the Community
0
200
400 Feet
LEGEND
City Limits as of June 25, 2003
Water
Parcels and Roads Not Within City Limits
Subjectarea.shp
Parcels and Roads Within City as of June 25, 2003
FISKE BLVD S
HOLMES ST
COUNTS ST
LAKE DR
PEACHTREE ST
MOSS LA
YUCCA DR
PERIWINKLE LA
GARDENIA AV
ABBEY LA
VIRGINIA AV
GRACE AV
PLUMOSA DR
CORAL WY
STATE RD 520

EXHIBIT "C"

PINEGROVE
ANNEXATION REFERENDUM

The City of Cocoa has adopted Ordinance No. 11-2004 calling for annexation to the City of Cocoa of certain land located adjacent to the City generally known as the Pinegrove Subdivision. Annexation will not occur unless a majority of the registered electors casting ballots in the area proposed to be annexed approve the annexation.

_____ For annexation of property described in Ordinance No. 11-2004 of the City of Cocoa

_____ Against annexation of property described in Ordinance No. 11-2004 of the City of Cocoa

CERTIFICATE OF COUNTY CANVASSING BOARD

STATE OF FLORIDA **COUNTY OF BREVARD**

We, the undersigned, George B. Turner, County Court Judge, Fred D. Galey, Supervisor of Elections, and Sue Carlson, Member of the Board of County Commissioners, constituting the Board of County Canvassers in and for said County, do hereby certify that we met on the 18th day of May, 2004, and proceeded publicly to canvass the votes given for the **CITY OF COCOA SPECIAL MAIL BALLOT ANNEXATION ELECTION** held on the 18th day of May, A.D., 2004 as shown by the returns on file in the office of the Supervisor of Elections. We do hereby certify from said returns as follows:

For Pinegrove Annexation Referendum the whole number of votes cast was 46 of which number

For annexation of property described in Ordinance No. 11-2004 of the City of Cocoa received 32 votes

Against annexation of property described in Ordinance No. 11-2004 of the City of Cocoa received 14 votes

COUNTY COURT JUDGE

SUPERVISOR OF ELECTIONS

(SEAL)

MEMBER, BOARD OF COUNTY COMMISSIONERS

REPORT ON CONDUCT OF ELECTION

(Section 102.141(6), F.S.)

Brevard County, Florida

CITY OF COCOA SPECIAL MAIL BALLOT ELECTION.....May 18, 2004

1. Did you have any problems which occurred as a result of equipment malfunctions either at the precinct level or at a counting location?

☐ YES ☒ NO

If yes, please explain: _____

_____

_____

2. Did you have any difficulties or unusual circumstances encountered by an election board or the canvassing board?

☐ YES ☒ NO

If yes, please explain: _____

_____

_____

3. Do you know of any other problems which the canvassing board feels should be made a part of the official election record?

☐ YES ☒ NO

If yes, please explain: _____

_____

_____

County Court Judge

Supervisor of Elections

Member, Board of County Commissioners

May 18, 2004

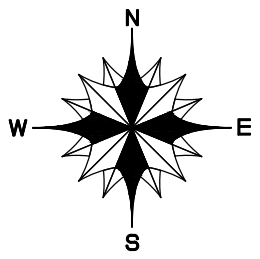
Date Signed

NOTE: This report must be filed at the same time that the results are certified to the Division of Elections. (Not later than 5 p.m. on the 7th day after an election.)

DS-DE 81 (Rev. 9/97)

LEGAL (PARCEL 1)

PART OF BLOCK 4, PINE GROVE PARK SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 24, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF PINE ACRES SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 46, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, GO SOUTHERLY ALONG THE EAST LINE OF SAID PINE ACRES SUBDIVISION A DISTANCE OF 475 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHERLY ALONG SAID EAST LINE OF PINE ACRES SUBDIVISION, A DISTANCE 125 FEET; THENCE GO EASTERLY, PARALLEL TO THE NORTH LINE OF BLOCK 4 OF PINE GROVE PARK SUBDIVISION, A DISTANCE OF 140 FEET, MORE OR LESS, TO THE WEST RIGHT-OF-WAY LINE OF RUTH STREET; THENCE GO NORTHERLY, ALONG SAID WEST RIGHT-OF-WAY LINE OF RUTH STREET, A DISTANCE OF 125 FEET; THENCE GO WESTERLY PARALLEL TO THE NORTH LINE OF BLOCK 4 OF PINE GROVE PARK, A DISTANCE OF 140 FEET TO THE POINT OF BEGINNING.



POINT OF COMMENCEMENT
NE CORNER OF PINE ACRES SUBDIVISION

S00°27'50"W 475.00'(D)

EAST LINE OF PINE ACRES SUBDIVISION

TAX PARCEL 16

TAX PARCEL 17

POINT OF BEGINNING
FD 5/8" I.R.
"NO ID"

N89°58'25"W 140.00'(D&M)

FD 5/8" I.R.
"NO ID"

18.9 19.0 19.2

TAX PARCEL 16.01

S00°27'50"E 125.00'(D&M)

PARCEL 1
TBD RUTH AVE

N00°27'50"W 125.00'(D&M)

TAX PARCEL 17

OHU

BM #1
SET N&D
"ID LS5085"
ELEVATION=19.35

RUTH AVE
ASPHALT ROAD
(PUBLIC RIGHT-OF-WAY)

18.8 18.8 18.9

SET 5/8" I.R.
"ID LS5085"

S89°58'25"E 140.00'(D&M)

SET 5/8" I.R.
"ID LS5085"

UTILITY POLE

TAX PARCEL 18

TAX PARCEL 18
FINISH FLOOR=21.5

BM #2
SET N&D
"ID LS5085"
ELEVATION=19.14

DocuSigned by:
Myron Barker, PLS 5085
F3A398E3C3764FF...

MYRON E. BARKER
License Number 5085
STATE OF FLORIDA
Professional Surveyor and Mapper

PROFESSIONAL SURVEYOR & MAPPER IN RESPONSIBLE CHARGE
MYRON E. BARKER – FLORIDA CERTIFICATE NO. 5085
CERTIFICATE OF AUTHORIZATION LB. 6586

NOTE
ELEVATIONS BASED ON NAVD88

LEGEND

(AKA)	=	ALSO KNOWN AS
BM	=	BENCHMARK
℄	=	CENTERLINE
CBS	=	CONCRETE BLOCK STRUCTURE
CLF	=	CHAIN LINK FENCE
CH	=	CHORD
CM	=	CONCRETE MONUMENT
CONC.	=	CONCRETE
COR.	=	CORNER
(D)	=	DEEDED
DEL	=	DELTA
FD	=	FOUND
ID	=	IDENTIFICATION
I.P.	=	IRON PIPE
I.R.	=	IRON ROD
L	=	LENGTH
LB	=	LICENSE BUSINESS
LS	=	LICENSE SURVEYOR
(M)	=	MEASURED
N&D	=	NAIL & DISK
(P)	=	PLATTED
PC	=	POINT OF CURVATURE
PT	=	POINT OF TANGENCY
PL	=	PROPERTY LINE
P.S.M.	=	PROFESSIONAL SURVEYOR & MAPPER
PRC	=	POINT OF REVERSE CURVE
P.U.&D.	=	PUBLIC UTILITY & DRAINAGE
R	=	RADIUS
R/W	=	RIGHT-OF-WAY
(TYP.)	=	TYPICAL
WF	=	WOOD FENCE

SURVEYOR'S NOTES:

1) THE BEARING SYSTEM SHOWN HEREON IS BASED ON A ASSUMED BEARING OF N.00°27'50"W., ALONG THE WEST RIGHT-OF-WAY LINE OF RUTH AVE.

2) AS PER FLOOD INSURANCE RATE MAP NO.12009C 425 G, INDEX DATED 03-17-2014, THE ABOVE DESCRIBED PROPERTY LIES IN ZONE X.

3) THIS SURVEY WAS PREPARED FROM TITLE INFORMATION PROVIDED TO THE SURVEYOR. THERE MAY BE ADDITIONAL RESTRICTIONS OR EASEMENTS THAT AFFECT THE PROPERTY.

4) UNDERGROUND UTILITIES AND FOUNDATIONS HAVE NOT BEEN SHOWN.

5) LANDS SHOWN HERON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY, RESERVATION, AGREEMENT AND/OR EASEMENTS OF RECORD, SUCH INFORMATION IF DESIRED, SHOULD BE OBTAINED AND CONFIRMED BY OTHER THROUGH APPROPRIATE TITLE VERIFICATION.

6) NOT VALID WITHOUT A SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

TYPE OF SURVEY:
BOUNDARY SURVEY

PROJECT:
26-1786

SCALE: 1" = 20'
DATE: 06/24/2026
CAD FILE: 26-1786.DWG
F.B. NUMBER:
REVISION:

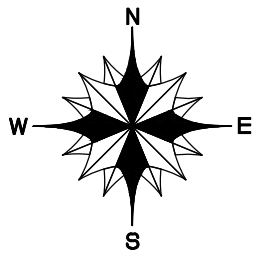
PRECISION
LAND SURVEYING, INC.
2900 LAKE WASHINGTON ROAD, SUITE 1
MELBOURNE, FLORIDA 32935
PHONE: 321-259-4600
EMAIL: PRECISIONSURVEYING1993@GMAIL.COM

CERTIFIED TO:
SOTARE CORPORATION DBA
GOSHEN CONSTRUCTION FIRM

PRECISION LAND SURVEYING, INC.© 26-1786 June 25, 2026 8:01 AM

LEGAL (PARCEL 2)

THE NORTH HALF OF THE FOLLOWING PART OF BLOCK 4, PINE GROVE PARK SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 24, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF PINE ACRES SUBDIVISIDN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 46, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, GO SOUTHERLY ALONG THE EAST LINE OF SAID PINE ACRES SUBDIVISION A DISTANCE OF 675 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHERLY ALONG THE EAST LINE OF PINE ACRES SUBDIVISION, A DISTANCE OF 159.07, MORE OR LESS, TO THE NORTH RIGHT-OF-WAY LINE OF JACKSON STREET; THENCE GO EASTERLY, ALONG SAID NORTH RIGHT-OF-WAY LINE OF JACKSON STREET, A DISTANCE OF 140 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF JACKSON STREET WITH THE WEST RIGHT-OF-WAY LINE OF RUTH STREET; THENCE GO NORTHERLY ALONG THE WEST RIGHT-OF-WAY PINE OF RUTH STREET, A DISTANCE OF 159.07 FEET TO THE SOUTHEAST CORNER OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 674, PAGE 380, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE GO WESTERLY, PARALLEL TO THE NORTH RIGHT-OF-WAY LINE OF JACKSON STREET, A DISTANCE OF 140 FEET TO THE POINT OF BEGINNING.



POINT OF COMMENCEMENT
NE CORNER OF PINE ACRES SUBDIVISION

S00°27'50"W 675.00'(D)

EAST LINE OF PINE ACRES SUBDIVISION

TAX PARCEL 18

POINT OF BEGINNING
SET 5/8" I.R.
"ID LS5085"

TAX PARCEL 18
FINISH FLOOR=21.5

N89°58'25"W 140.00'(D)

SET 5/8" I.R.
"ID LS5085"

BM #1
SET N&D
"ID LS5085"
ELEVATION=18.99

S00°27'50"E 79.535'(D&M)

N00°27'50"W 79.535'(D&M)

NORTH HALF OF PARCEL 2

TBD RUTH AVE

S00°27'50"E 159.07'(D&M)

N00°27'50"W 159.07'(D&M)

S89°58'25"E 140.00'(D)

TAX PARCEL 19.01

REMAINDER OF PARCEL 2

RUTH AVE
ASPHALT ROAD
(PUBLIC RIGHT-OF-WAY)

UTILITY POLE

FIRE HYDRANT

FD 1/2" I.R.
"ID LS6545"

SET 5/8" I.R.
"ID LS5085"

S89°58'25"E 140.00'(D)

JACKSON STREET

ASPHALT ROAD
(50' PUBLIC RIGHT-OF-WAY)

DocuSigned by:
Myron Barker, PLS 5085
F3A398E3C3764FF...

MYRON E. BARKER
License Number
5085
STATE OF
FLORIDA
Professional Surveyor and Mapper

PROFESSIONAL SURVEYOR & MAPPER IN RESPONSIBLE CHARGE
MYRON E. BARKER – FLORIDA CERTIFICATE NO. 5085
CERTIFICATE OF AUTHORIZATION LB 6586

NOTE
ELEVATIONS BASED ON NAVD88

LEGEND

(AKA)	=	ALSO KNOWN AS
BM	=	BENCHMARK
℄	=	CENTERLINE
CBS	=	CONCRETE BLOCK STRUCTURE
CLF	=	CHAIN LINK FENCE
CH	=	CHORD
CM	=	CONCRETE MONUMENT
CONC.	=	CONCRETE
COR.	=	CORNER
(D)	=	DEEDED
DEL	=	DELTA
FD	=	FOUND
ID	=	IDENTIFICATION
I.P.	=	IRON PIPE
I.R.	=	IRON ROD
L	=	LENGTH
LB	=	LICENSE BUSINESS
LS	=	LICENSE SURVEYOR
(M)	=	MEASURED
N&D	=	NAIL & DISK
(P)	=	PLATTED
PC	=	POINT OF CURVATURE
PT	=	POINT OF TANGENCY
PL	=	PROPERTY LINE
P.S.M.	=	PROFESSIONAL SURVEYOR & MAPPER
PRC	=	POINT OF REVERSE CURVE
P.U.&D.	=	PUBLIC UTILITY & DRAINAGE
R	=	RADIUS
R/W	=	RIGHT-OF-WAY
(TYP.)	=	TYPICAL
WF	=	WOOD FENCE

SURVEYOR'S NOTES:

1) THE BEARING SYSTEM SHOWN HEREON IS BASED ON A ASSUMED BEARING OF N.00°27'50"E., ALONG THE WEST RIGHT-OF-WAY LINE OF RUTH AVE.

2) AS PER FLOOD INSURANCE RATE MAP NO.12009C 0425 G, INDEX DATED 03-17-2014, THE ABOVE DESCRIBED PROPERTY LIES IN ZONE X.

3) THIS SURVEY WAS PREPARED FROM TITLE INFORMATION PROVIDED TO THE SURVEYOR. THERE MAY BE ADDITIONAL RESTRICTIONS OR EASEMENTS THAT AFFECT THE PROPERTY.

4) UNDERGROUND UTILITIES AND FOUNDATIONS HAVE NOT BEEN SHOWN.

5) LANDS SHOWN HERON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY, RESERVATION, AGREEMENT AND/OR EASEMENTS OF RECORD, SUCH INFORMATION IF DESIRED, SHOULD BE OBTAINED AND CONFIRMED BY OTHER THROUGH APPROPRIATE TITLE VERIFICATION.

6) NOT VALID WITHOUT A SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

TYPE OF SURVEY:
BOUNDARY SURVEY

PROJECT:
26-1785A

SCALE: 1" = 20'
DATE: 06/24/2026
CAD FILE: 26-1785.DWG
F.B. NUMBER:
REVISION:
06/28/26-LOT SPLIT

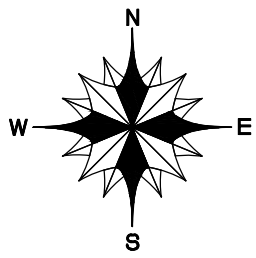
PRECISION
LAND SURVEYING, INC.
2900 LAKE WASHINGTON ROAD, SUITE 1
MELBOURNE, FLORIDA 32935
PHONE: 321-259-4600
EMAIL: PRECISIONSURVEYING1993@GMAIL.COM

CERTIFIED TO:
SOTARE CORPORATION DBA GOSHEN CONSTRUCTION FIRM

PRECISION LAND SURVEYING, INC.© 26-1785 June 28, 2026 12:23 PM

LEGAL (PARCEL 2)

THE SOUTH HALF OF THE FOLLOWING PART OF BLOCK 4, PINE GROVE PARK SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 24, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF PINE ACRES SUBDIVISIDN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 46, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, GO SOUTHERLY ALONG THE EAST LINE OF SAID PINE ACRES SUBDIVISION A DISTANCE OF 675 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHERLY ALONG THE EAST LINE OF PINE ACRES SUBDIVISION, A DISTANCE OF 159.07, MORE OR LESS, TO THE NORTH RIGHT-OF-WAY LINE OF JACKSON STREET; THENCE GO EASTERLY, ALONG SAID NORTH RIGHT-OF-WAY LINE OF JACKSON STREET, A DISTANCE OF 140 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF JACKSON STREET WITH THE WEST RIGHT-OF-WAY LINE OF RUTH STREET; THENCE GO NORTHERLY ALONG THE WEST RIGHT-OF-WAY PINE OF RUTH STREET, A DISTANCE OF 159.07 FEET TO THE SOUTHEAST CORNER OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 674, PAGE 380, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE GO WESTERLY, PARALLEL TO THE NORTH RIGHT-OF-WAY LINE OF JACKSON STREET, A DISTANCE OF 140 FEET TO THE POINT OF BEGINNING.



POINT OF COMMENCEMENT
NE CORNER OF PINE ACRES SUBDIVISION

S00°27'50"W 675.00'(D)

EAST LINE OF PINE ACRES SUBDIVISION

TAX PARCEL 18

POINT OF BEGINNING
SET 5/8" I.R.
"ID LS5085"

TAX PARCEL 18
FINISH FLOOR=21.5

N89°58'25"W 140.00'(D)

SET 5/8" I.R.
"ID LS5085"

18.2 18.4 18.7

BM #1
SET N&D
"ID LS5085"
ELEVATION=18.99

REMAINDER OF PARCEL 2

N89°58'25"W 140.00'(D)

N00°27'50"W 159.07'(D&M)

S00°27'50"E 159.07'(D&M)

TAX PARCEL 19.01

SOUTH HALF OF PARCEL 2
TBD RUTH AVE

S00°27'50"E 79.535'(D&M)

N00°27'50"W 79.535'(D&M)

UTILITY POLE

FIRE HYDRANT

RUTH AVE
ASPHALT ROAD
(PUBLIC RIGHT-OF-WAY)

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S89°58'25"E 140.00'(D)

SET 5/8" I.R.
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JACKSON STREET
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(50' PUBLIC RIGHT-OF-WAY)

DocuSigned by:
Myron Barker, PLS 5085
F3A388E3C3764FF...

MYRON E. BARKER License Number 5085 STATE OF FLORIDA Professional Surveyor and Mapper

PROFESSIONAL SURVEYOR & MAPPER IN RESPONSIBLE CHARGE
MYRON E. BARKER – FLORIDA CERTIFICATE NO. 5085
CERTIFICATE OF AUTHORIZATION LB 6986

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(TYP.)	=	TYPICAL
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BOUNDARY SURVEY

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26-1785B

SCALE: 1" = 20'
DATE: 06/24/2026
CAD FILE: 26-1785.DWG
F.B. NUMBER:
REVISION:
06/28/26-LOT SPLIT

PRECISION
LAND SURVEYING, INC.
2900 LAKE WASHINGTON ROAD, SUITE 1
MELBOURNE, FLORIDA 32935
PHONE: 321-259-4600
EMAIL: PRECISIONSURVEYING1993@GMAIL.COM

CERTIFIED TO:
SOTARE CORPORATION DBA GOSHEN CONSTRUCTION FIRM

PRECISION LAND SURVEYING, INC.© 26-1785 June 28, 2026 12:23 PM

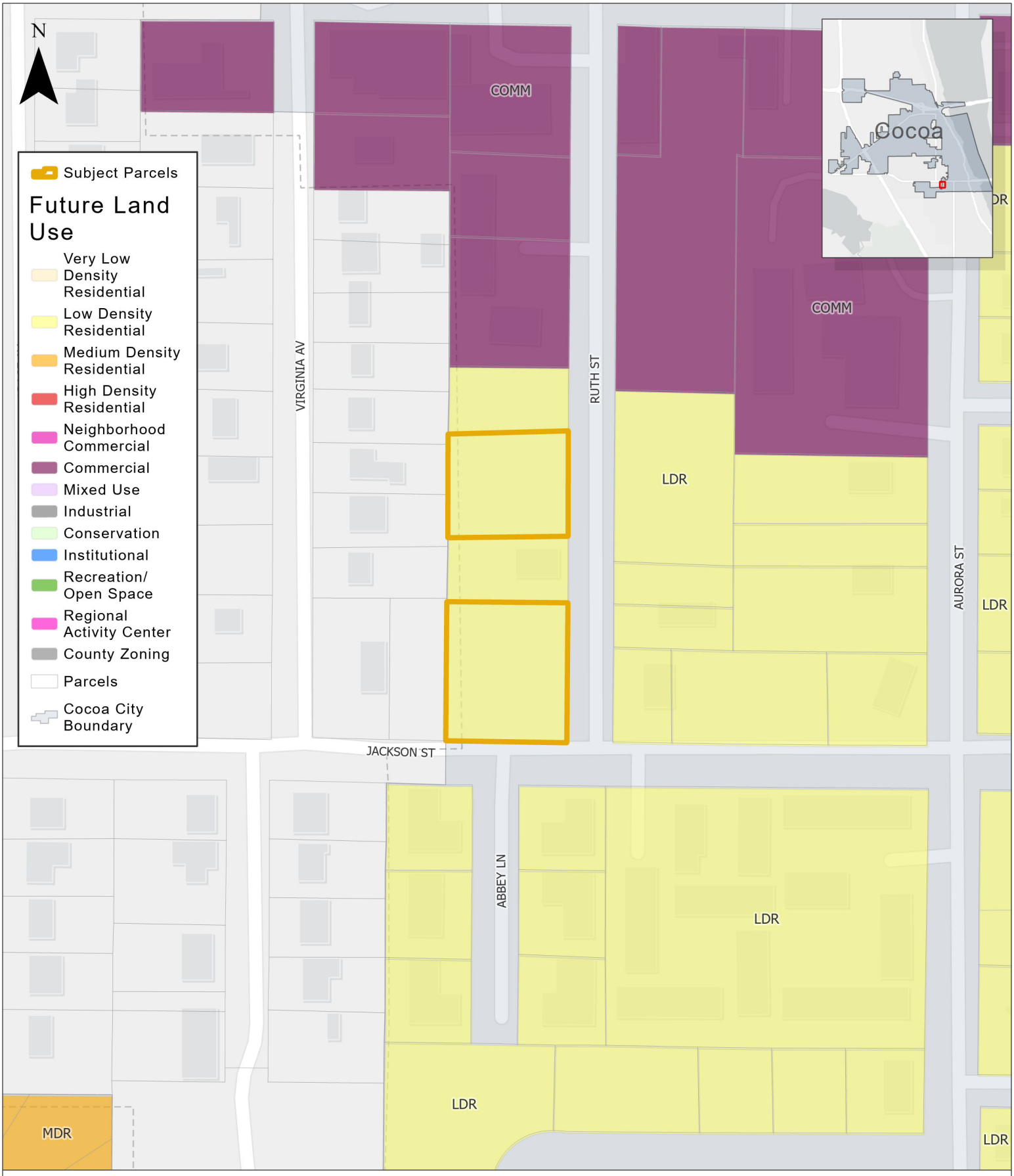


115 Ruth St
Location

COCOA FLORIDA

July 16, 2026

0 100 200 Feet

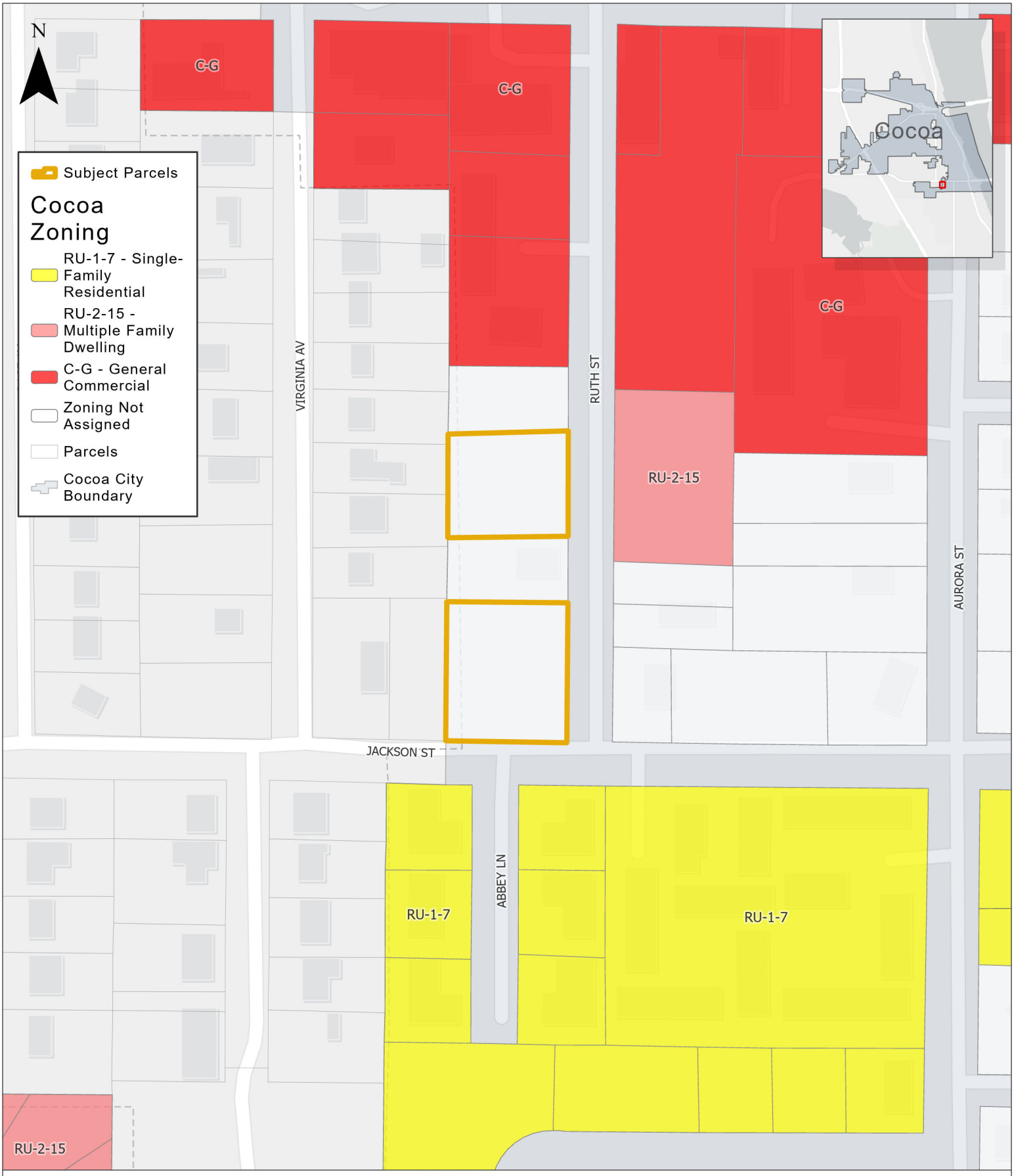


115 Ruth St
Future Land Use

July 16, 2026

0 100 200 Feet

Path: P:\Documents\ArcGIS\Projects\155 Ruth St\155 Ruth St.aprx



115 Ruth St
Zoning

COCOA FLORIDA

July 16, 2026

0 100 200 Feet

Path: P:\Documents\ArcGIS\Projects\155 Ruth St\155 Ruth St.aprx

USA TODAY CO.

LocaliQ

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Jennifer Webster,
Attn: Accounting Division
City Of Cocoa (Te)
65 Stone St
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of , was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

BRE Brevard Florida Today 07/21/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/21/2026

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:	$498.80	
Tax Amount:	$0.00	
Payment Cost:	$498.80	
Order No:	12495644	# of Copies:
Customer No:	1127247	1
PO #:	P&Z Council 8-05-26 155 Ruth	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

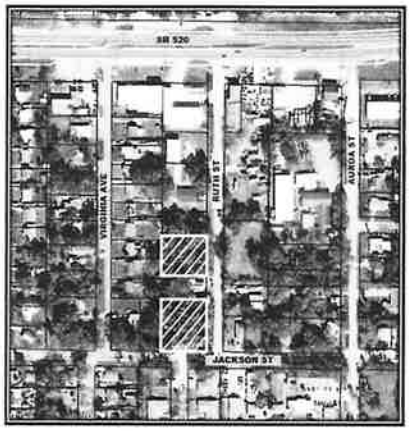
KONGMENG YANG
Notary Public
State of Wisconsin

CITY OF COCOA
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AND THE COCOA CITY COUNCIL PROPOSE TO CONSIDER THE ADOPTION OF THE FOLLOWING ORDINANCE:

ORDINANCE 12-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF TWO (2) PARCELS OF REAL PROPERTY, TOTALING 0.9 ACRES, MORE OR LESS, AND LOCATED GENERALLY SOUTH OF SR 520, WEST OF RUTH STREET, EAST OF VIRGINIA AVENUE, AND NORTH OF JACKSON STREET, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY SINGLE-FAMILY RESIDENTIAL (RU-1-9), TO CITY OF COCOA SINGLE-FAMILY RESIDENTIAL (RU-1-7); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.



Location Map

Planning and Zoning Board
PUBLIC HEARING WILL BE HELD ON

August 5, 2026

City Council First Reading
PUBLIC HEARING WILL BE HELD ON

August 11, 2026

ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FLORIDA 32922

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Monica Arsenault, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.gov.

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

The BOA or PZ Board/LPA meeting may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing. The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:

- City of Cocoa meeting calendar at https://www.cocoafl.gov/291/20338/City-Meetings

Documents pertaining to the above may also be inspected at the Community Services Department between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

Interested persons may submit their written comments or questions prior to the meeting through Email at cityclerk@cocoafl.gov or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.

Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:

- City of Cocoa meeting calendar at https://www.cocoafl.gov/291/20338/City-Meetings

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

CITY COUNCIL AGENDA ITEM

Memo Date:	February 10, 2026
Agenda Date:	August 11, 2026
File ID:	2026-107
Prepared By:	Kathleen Frederick
Through:	Abigail Morgan, Public Works Director
Requested Action:	City Council Approve Renaming Valencia Ave. to Jake Williams Jr. Ave.

BACKGROUND:

Jake Williams Jr. spent decades in service to the citizens of the City of Cocoa and the greater Brevard County community. He served on the Cocoa City Council from 2004-2012, including two terms as Deputy Mayor, and as Mayor from 2018-2020. His civic involvement also included membership on the City's Code Enforcement Board from 1998-2004 and the Planning & Zoning Board from 2013-2018.

In addition to his municipal service, Mr. Williams was actively engaged in numerous regional and community organizations. He served as Second Vice President of the Central Brevard NAACP and held leadership or board roles with the Masonic Lodge MI #685, Florida Black Caucus, Brevard Homeless Coalition, Space Coast Transportation Planning Organization (Executive Committee and Board of Directors), CivMil, and the Florida League of Mayors.

During his tenure as Mayor, Williams worked diligently to reduce crime, eliminate blight, address homelessness and inequality, and advocate for affordable housing within the community. He was a retired Space Center employee and a proud United States Air Force Veteran.

If approved, Brevard County 911 - Administration / Addressing Assignment will be notified. There is currently one home with Valencia Avenue as its address with several vacant lots.

City Code / Chapter 2 – Administration / Article I – In General / Section 2-9 – Procedures for naming of building, parks and streets grants Council this authority – "The naming of city buildings, parks and streets shall be determined in the sole and absolute discretion of the city council."

To Honor Jake Williams Junior and his many Civic accomplishments, the City Manager recommends renaming Valencia Avenue in the Diamond Square District to "Jake Williams Jr. Avenue."

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
This was proposed by Councilmember Hearn at the January 13, 2026, Council Meeting.

RECOMMENDED MOTION:
Council's consideration to approve renaming Valencia Ave. to Jake Williams Jr. Ave.

RESOLUTION NO. 2026-063

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RENAMING VALENCIA AVENUE TO "JAKE WILLIAMS JR AVENUE" IN HONOR OF MAYOR JAKE WILLIAMS, JUNIOR, PURSUANT TO SECTION 2-9 OF THE CITY CODE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, SEVERABILITY, AND AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the City Council has adopted a uniform method and procedure to assist the City Council in naming certain streets within the City of Cocoa as set forth in Section 2-9 of the City Code; and

WHEREAS, section 2-9 of the City Code authorizes the City Manager to make a recommendation to the City Council based on the City Manager's own initiative; and

WHEREAS, section 2-9 of the City Code provides for naming guidelines, which guidelines include, but are not limited to consideration of persons of historic service to the City, or those with significant historic contributions to the City; and

WHEREAS, Jake Williams Jr. dedicated decades of service to the City of Cocoa and the greater Brevard County community. He served on the Cocoa City Council from 2004-2012, including two terms as Deputy Mayor, and later served as Mayor of the City of Cocoa from 2018-2020. His civic involvement also included membership on the City's Code Enforcement Board from 1998-2004 and the Planning & Zoning Board from 2013-2018; and

WHEREAS, Jake Williams, Jr. passed away at the age of 60 on Tuesday, December 28, 2020, and the City Manager recommends that the City Council rename Valencia Avenue to "Jake Williams Jr Avenue" in his honor; and

WHEREAS, the City Council desires honor Jake Williams Jr., to recognize his significant contributions to the City of Cocoa, and to acknowledge him as a well-respected member of the Cocoa community; and

WHEREAS, the City Council hereby deems this Resolution to be in the best interests of the citizens of the City of Cocoa.

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

SECTION 1. Recitals. The above recitals are hereby deemed true and correct and by this reference are fully incorporated herein as part of this resolution.

SECTION 2. Renaming Valencia Avenue to "Jake Williams Jr Avenue" in Honor of Jake Williams, Jr. In honor of Jake Williams, Jr and his significant contributions to the City of Cocoa, the City Council of the City of Cocoa hereby renames to "Jake Williams Jr Avenue" that "Valencia Avenue" depicted in Exhibit "A", attached hereto and fully incorporated herein by this reference.

SECTION 3. Repeal of Prior Inconsistent Resolutions. All prior inconsistent resolutions adopted by the City Council are hereby repealed to the extent of the conflict.

SECTION 4. Severability. If any section, clause, phrase, word, or provision is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this resolution.

SECTION 5. Effective Date. This resolution shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, at a Regular City Council meeting assembled on the 11 day of August, 2026.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date:	July 23, 2026
Agenda Date:	August 11, 2026
File ID:	2026-634
Prepared By:	Susan Lambert, Police Administrative Technician
Through:	Evander Collier, Police Chief
Requested Action:	Council approval to apply for a FY2026 COPS Community Policing Development Microgrant in the amount of $200,000 for an "Unmanned Aerial System" aka drone.

BACKGROUND:

On July 2, 2026, the Department of Justice announced the FY2026 COPS Community Policing Development Microgrants. The micro-grants program offers many "micro" grants under one umbrella focusing on different areas of community policing. The Police Department is interested in the "Unmanned Aerial System", aka the drone portion of the grant. There are thirty-four (34) anticipated awards for this grant offered over a two-year period. The anticipated start date is October 1, 2026.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

Budgeted? No

If not budgeted, is amendment / transfer attached? If grant is awarded, the Department will return to Council to receive the award and amend the budget.

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Council approval to apply for a FY2026 COPS Community Policing Development Microgrant in the amount of $200,000 for an "Unmanned Aerial System" aka drone.

INTERNAL GRANT APPLICATION FORM

Completed and Signed Copy of this Form
Must Be Attached to all Grant Agenda Items

DEPARTMENT: Police	**DIVISION:** 2100
POINT OF CONTACT: Susan L. Lambert	**PROJECT MANAGER:** Mark Baaden
NAME OF GRANT: FY2026 COPS Community Policing Development Microgrants	
CFDA#/CFSA# 16.710	**FUNDING AGENCY:** Department of Justice
AMOUNT REQUESTED: $200,000	**GRANT DUE DATE:** 8/24/26

PROJECT DESCRIPTION:

The COPS Microgrant program offers many "micro" grants under one big umbrella. The Cocoa Police Department is interested in the "Unmanned Aerial System", AKA the drone portion of the grant. There are 34 anticipated awards for this grant, with each award being $200,000. It is a two year grant period expected to start October 1, 2026.

MATCH REQUIRED: NO	**TARGET DATE TO COUNCIL:**
(IF YES, HOW MUCH:) N/A	August 11, 2026
REIMBURSEMENT GRANT: YES	**REIMBURSEMENT SCHEDULE:** As requested

WHAT ARE THE REPORTING REOUIREMENTS:

If awarded funds, we will be required to submit quarterly Standard Form 425 (SF-425) and Federal Financial Reports (FFR) and semiannual Programmatic Performance Reports. Recipients should be prepared to track and report program award funding separately.

FUTURE REOUIREMENTS TO CONSIDER:

Matching resources. Training for personnel to operate a drone. Data/Video storage. Report preparation. Data management. Insurance. Storage. Software licenses. Possible additional pay for trained personnel. Ongoing maintenance.

7/23/26 12:58:40 PM
Department Director

Gregory Browder
Digitally signed by Gregory Browder
DN: cn=Gregory Browder, ou=CH, email=gbrowder@cocoafl.gov
Date: 2026.07.27 14:59:12 -04'00'
Grants Administrator

Samantha Senger
Digitally signed by Samantha Senger
Date: 2026.07.28 09:43:54 -04'00'
Economic Development Director

Rebecca Bowman
Digitally signed by Rebecca Bowman
DN: cn=Rebecca Bowman, ou=CH
Date: 2026.08.01 11:46:32 -04'00'
Finance Director

Stockton Whitten
Digitally signed by Stockton Whitten
DN: cn=Stockton Whitten, ou=CH, email=swhitten@cocoafl.gov
Date: 2026.08.04 14:50:29 -04'00'
City Manager

CITY COUNCIL AGENDA ITEM

Memo Date:	August 5, 2026
Agenda Date:	August 11, 2026
File ID:	2026-685
Prepared By:	Monica Arsenault, City Clerk
Through:	Stockton Whitten, City Manager
Requested Action:	Bi-Weekly Report for July 24, 2026 - August 6, 2026.

BACKGROUND:
N/A

PRIORITY AREA CONNECTION:
Community Outreach and Engagement
Organizational Effectiveness

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:
N/A

Office of the City Manager
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8660

To: Mayor and City Council Members

From: Stockton Whitten, City Manager

Date: July 24 – August 6, 2026

Subject: Council Update Report

This report is intended to serve as a departmental update to City Council. While not all inclusive, it should provide you with an idea of key activities departmental staff are involved in. If you have any questions on any of the items, please feel free to contact me.

City Clerk's Office

- Public Records Requests received:
  - Open: 12
  - Closed: 10
  - Total: 22

Human Resources

- Employment opportunities link: https://www.governmentjobs.com/careers/cocoafl
- New employees
  - Kane Pender, Apprentice Operator, Utilities/ Dyal, effective 7/20/26
  - Michael Ryan Dixon, Building Inspector, Community Services, effective 7/20/26
- Recent promotions
  - Jason Casado, Utility Mechanic I, Utilities/ WFO, effective 7/20/26
  - Andre Hall, Utility Mechanic I, Utilities/ Sellers, effective 7/20/26
  - Daniel Noonan, Utility Mechanic II, Utilities/ Sellers, effective 7/20/26
- Upcoming retirements
  - None

Communication and Economic Development

- Media Stories:
  - City of Cocoa Receives $2 Million State Grant for Planned Brightline Station (Space Coast Daily)
  - Cocoa moves forward with Brightline station despite concerns over rail company's finances (FOX 35)
  - Wednesday's Afternoon Update (Florida Trend)
  - WFIT Local & State News (WFIT)
  - City of Cocoa Secures Over $7 Million in State Funding for Transportation, Environmental and Recreation Projects (Space Coast Daily)
  - Splash Pad at Cocoa Riverfront Park to Close Temporarily for Maintenance After July 4 Holiday (Space Coast Daily)
  - Secretary Byrd Designates Historic Cocoa Village Main Street as Florida Main Street Program of the Month (Florida Department of State)
  - Cocoa Police to Honor Retiring K-9 Copper With Community Celebration at Riverfront Park Set for Sept. 17 (Space Coast Daily)
  -
- New News Releases:
  - City of Cocoa Secures More than $7 million in State Funding (July 21)
  - Cocoa Awarded Cybersecurity Grant (July 20)
  - Celebrating K-9 Copper: 10 Years of Comfort, Care and Service (July 1)
- Social media/e-newsletter statistics
  - Facebook (July 9-21, 2026)
    - Views (The number of times content was played or displayed. Content includes videos, posts, and stories): 42.4k
    - Viewers (The number of Meta Accounts that have viewed your content at least once.): 18.3K
    - Content interactions (previously called engagement): 493
    - Followers: 18,969
  - X
    - Followers: 3,897
  - LinkedIn
    - Post impressions: 470
    - Followers: 1,749
  - NextDoor
    - Impressions: 1,748
    - Members: 6,867
  - August e-newsletter (Sent 7/7/26)
    - Sent to 2,387 contacts
    - 53.2% open rate (average open rate for e-mail marketing in 2024 is 20%)
  - Next printed FYI Newsletter mails October 1, 2026.
- Upcoming special events at Leisure Services facilities

- School Supply Drive at Cocoa Walmart, 9am-2pm
- School Supply Giveaway Event at Dr. Joe Lee Smith Community Center, 5-7pm
- Pepper and The Movement High Tide Summer Tour at Riverfront Park, 5:30-10pm

- Economic Development
  - Upstart: Four new businesses awarded and will be starting the Ignite Program
    - Mighty Hands Boxing Academy
    - Lucia Jewelry LLC
    - Countdown Publishing
    - The Heartbeat of Brevard (Diamond Square)

Community Services – update 8-6-26

- **New businesses – July**

Commercial Business Name / DBA	Physical Address	# FT Employees	# Pt Employees	Council District	Description
The Lab Innovation Hub	910 Dixon Blvd.	2	0	2	Office Space
Prestige Dental LLC	645 Brevard Ave.	0	6	1	Dental Office
Dreamy Boba	116 Harrison St.	1	1	1	Beverage Shop
Jon's Fine Jewelry/George's Watch Repairs Inc.	215 Brevard Ave.	6	0	1	Fine Jewely, Watch Sales/Repairs
Pinnacle Ozone Solutions LLC	3001 Oxbow Cir., 32926	29	0	3	Manufacturing ozone generation systems
Deltron Electric of FL	2995 Grissom Pkwy., 32926	20	0	3	Electrical contracting
Home Business BTR	**Physical Address**	**# FT Employees**	**# PT Employees**	**Council District**	**Description**

July 24 – August 6: building inspections – 172

July 24 – August 6: building permits issued – 48

Finance

Ads were placed in the Florida Today for the Stormwater Assessment & Fire Assessment. First and Second hearings for adoption of the rates & tax rolls will be on both of the August meetings.

Customer Comments regarding Utility Customer Service:

"Suzan went above and beyond to help me. She was super nice to take the time to help me so thoroughly."

"Angela responded very professionally. She was kind and handled the situation well."

"As we were leaving work one evening, I observed Gigi at the kiosk helping a customer after hours. She could have gone to get Leadership to handle the customer, but she took her personal time to assist and make sure their payment was in. I was very impressed and wanted to tell her thank you."

"Dante was so amazing to work with. He walked me through the process with patience, making sure I understood everything. I'm a retired teacher, and I give him an A++!"

"I wanted to thank Gigi for all of her help and her kindness. I was very grateful to speak with her and have her be the one to help me figure out my elderly neighbor's account."

Monthly Utility Customer Service Statistics:

Customer Service Stats – Interactions with Customers:

Fire Department

- The City of Cocoa Fire Rescue proudly announces the appointment of Roderick Moore as its new Assistant Fire Chief. With over 31 years of dedicated service with Jacksonville Fire and Rescue Department (JFRD), Chief Moore brings extensive experience in rescue, training, emergency management, and fire suppression. Rising through the ranks from Firefighter to Captain, Moore has consistently demonstrated leadership, innovation, and a deep understanding of departmental needs. His work has significantly enhanced community services through improved operational techniques and training. Moore holds a Firefighter Certification from Florida Community College at Jacksonville, a Paramedic Certification, a B.A. in Public Administration from Flagler College, and a Master of Public Administration from Barry University. He is highly skilled in Incident Command, hazardous materials management, fire suppression tactics, and personnel training. Following his initial retirement in 2020, Moore returned to serve as Deputy Fire Chief for Haines City Fire Department in 2021, where he led department operations, recruitment, fire prevention, and ISO coordination. He is also a certified CPR/First Aid and ACLS instructor and has provided life-saving training to both professionals and the public through community outreach. An accomplished grant writer, Moore has secured critical funding for equipment upgrades, station renovations, and advanced training programs. His background in construction compliance and fire code regulations further enhances his ability to support modern fire suppression efforts. “Roderick Moore’s combination of hands-on experience and strong academic background makes him an invaluable asset to our department and community,” said Cocoa Fire Chief Lamm. “We are excited to welcome him to this new leadership role.”
- The Department advertised position vacancies for Firefighters/EMTs and selected two new members. One new hire started on May 12, and the second began on June 9.
- The new Engine for Service 33 has been delivered, and service training was completed on June 25, 26, and 27. A housing ceremony will be held in the near future to formally place the apparatus into service.

Information Technology

Police Department Updated July 24 – August 6, 2026

Crime Stats

- No YTD stats available yet
- Comparing 2 weeks data of 6/29/26-7/12/26 and 7/13/26-7/26/26. Crimes Against Person shows a 21% increase, Crimes Against Property shows a 19% decrease and overall crime shows 2% increase for the period.

Training

- K. Brackin- Child Sex Crimes Investigations Aug 3-7
- Wendy Stitler –Assessor for Fernandina Beach PD July 28-31
- Madison and Fulton attended PRI Symposium Aug 3-4

Community Engagement

- Cops and Kids Camp July 6-23
- Attended Cocoa Cola Backpack donation July 29
- Meeting with Matthew's Hope representatives July 30
- Attended Cocoa Police Foundation Meeting July 23

Other

- Attended BCACOP Luncheon July 29
- Met with our new Victim Advocate Shakayla Blue who started Aug 3
- Attended Grants meeting July 23

Public Works

- Major project updates
- Work order stats (received/closed)
    - 229 received
    - 188 closed
    - Residential Bulk Green Waste Requests This Period: 84
- Projects of interest managed by other agencies (FDOT, County, Brightline, etc.)
    - FDOT
        - SR 524 Widening (437983-1) – Design
    - Brightline/FEC
        - RCE Grant Application – Awarded on Jan 2025 - On-going coordination meetings.

Utilities

- Capital Project Updates: https://www.cocoafl.org/1660/Utilities-Capital-Improvement-Projects
- Operations – September
    - WFO Issued Work Orders – 1,097
    - WFO Completed Work Orders – 970

- Hydrants Flushed – 474
- Valves Exercised – 13
- Utility Locate Requests – 2,360
- SFO Issued Work Orders – 121
- SFO Completed Work Orders – 84

CITY COUNCIL AGENDA ITEM

Memo Date:	August 5, 2026
Agenda Date:	August 11, 2026
File ID:	2026-686
Prepared By:	Monica Arsenault, City Clerk
Through:	Stockton Whitten, City Manager
Requested Action:	The City of Cocoa's Open Board Vacancies.

BACKGROUND:

The City of Cocoa currently has several vacancies on various boards and committees. This agenda item provides an overview of these vacancies, eligibility criteria and the application process for interested residents.

Current/Upcoming Vacancies:

Board of Adjustment

- 1 Alternate member vacancy

Housing Authority

- 2 Regular member vacancies

Police Advisory Board

- 3 Regular member vacancies

Police Pension Board

- 1 Regular member vacancy

Sustainability Advisory Board

- 4 Regular member vacancies, 3 terms expired January 11, 2025

Eligibility Criteria:

- Must be a resident or owner of real property within the City limits of Cocoa.
- Must consent to a criminal background check.
- Be duly registered to vote in Brevard County.

- Must meet any other specific qualifications outlined in the board/committee's bylaws.
- Code Board: Additionally, appointments shall be made in accordance with applicable law and ordinances on the basis of experience or interest in the subject matter jurisdiction of the respective code enforcement board, in the sole discretion of the local governing body. The membership of each enforcement board shall, whenever possible, include an architect, a businessperson, an engineer, a general contractor, a subcontractor, and a realtor. § 162.05, Fla. Stat.
- CRA Boards: Additionally, any person may be appointed as commissioner if he or she resides or is engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the area of operation of the agency, which shall be coterminous with the area of operation of the county or municipality, and is otherwise eligible for such appointment under this part. § 163.356, Fla. Stat.
- Police and Fire Pension Boards: Additionally, special rules apply. Chs. 175 and 185, Fla. Stat.
- Cocoa Housing Authority: Additionally, special rules apply. The Mayor appoints and Council approves per Ch. 421, Fla. Stat.

Application Process:
Interested residents can apply on the City of Cocoa's website at https://www.cocoafl.gov/119/Vacancies.

PRIORITY AREA CONNECTION:
Community Outreach and Engagement

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:
N/A