



Meeting Agenda
Thursday, March 21, 2024

7:00 PM

REGULAR

Cocoa Beach Country Club - 5000 Tom Warriner Boulevard, Cocoa Beach, 32931

WELCOME

Meeting re-broadcasts on: Spectrum - Channel 499 and www.cityofcocoabeach.com.
Meeting Video Archives: www.cityofcocoabeach.com

Packets: Packets are on the City's website (www.cityofcocoabeach.com) and at Commission meetings

Rules of Order: Robert's Rules of Order and the Florida Sunshine Law govern the conduct of our meeting

Speaking Courtesy Rules:

- The Commission accepts relevant comments.
- A time limit of three minutes is imposed on each speaker. If speaking for a group, the Commission may grant an additional three minutes
- Please direct comments and questions through the Mayor
- Complete speaker cards are required for each of the items you wish to address. Submit the card to the City Clerk prior to the introduction of the item. Speaker Cards are available in the rear of the Commission Room and in the City Clerk's office prior to the meeting. The purpose of the card is to obtain the spelling of your name, contact information if follow-up is needed, and provide for efficient meeting administration
- Upon being recognized by the Mayor, please approach the dais, state your name and address, and speak into the microphone

Approval Of Order Of Business:

Note: Members of the public, Commission and Staff may remove items from the Consent Agendas, if they wish to discuss them. Requests for removal need to be made known to the City Commission under the Approval of the Order of Business, at the beginning of the meeting

Appealing a Decision:

Any person desiring to appeal any decision made by the City Commission, with respect

to any matter considered at such meeting or hearing, will need a record of the proceedings and for such purposes must ensure that a verbatim record and transcript of the proceeding is made in a form acceptable for official court proceedings, which record includes the testimony and evidence upon which the appeal is to be based. It shall be the responsibility of the person desiring to appeal any decision to prepare a verbatim record and transcript at his/her own expense as the City does not provide one

American with Disabilities Act:

ATTN: PERSONS WITH DISABILITIES. In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing special accommodations to participate in this proceeding shall, at least forty-eight (48) hours prior to the meeting, contact the Office of the City Clerk at (321) 868-3286; Florida Relay Service (800) 955-8771 (TDD); or (800) 955-8770 (Voice) or 711.

THANK YOU for participating in your Cocoa Beach City Government.

A. MEETING CALLED TO ORDER

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

B. APPROVAL OF THE AGENDA

(Note: Members of the public, Commission and Staff may remove items from the Consent Agendas if they wish to discuss them. Requests for removal need to be made known to the City Commission under the Approval of the Order of Business, at the beginning of the meeting.)

C. SPECIAL PRESENTATIONS

1. Swearing-in Police Officers; Jacob Werda, Brandon Tate, and Ali Zariv.

D. PUBLIC COMMENTS

Comments will be heard on items that do not appear on the agenda of this meeting. Citizens will limit their comments to three (3) minutes. Per Commission Procedures, the City Commission will not take any action or discuss items brought up under the "Public Comment" section of the agenda. The City Commission may schedule such items as regular agenda items and act upon them in the future.

E. STAFF REPORTS AND ANNOUNCEMENTS

F. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS

G. CITY COMMISSION REPORTS AND ANNOUNCEMENTS

H. CONSENT AGENDA

1. Approve the March 7, 2024, Commission Meeting Minutes
Representative: City Clerk Department
Recommendation: Approve
2. Review and approve the application form for grandfathering a vessel and/or waterside accessory structure that exceeds the encroachment limits established by the Ordinance and was in existence as of February 15, 2024.
Representative: Randy Stevenson, Development Services Director
Recommendation: Approve

I. ITEMS REMOVED FROM THE CONSENT AGENDA

J. UNFINISHED BUSINESS

1. Discuss possible modification or elimination of the existing Noise Ordinance 1678 (7/20/2023).
Representative: Karalyn Woulas, City Commission
Recommendation: Discuss

K. NEW BUSINESS

1. Approve the Scope of Services for Engineering and Design and fee estimates totaling \$185,040 from Kimley Horn to design rehabilitation improvements for Lift Station #3 under Task Order #2, Lift Station #6 under Task Order #3 and Lift Station #15 under Task Order 4. The engineering and design for this project is a budgeted item this fiscal year.
Representative: Brad Kalsow, Water Reclamation Director
Recommendation: Approve
2. Approve the purchase of a Closed Circuit Television Transit Van and associated equipment for sewer inspections from CUES, Inc. through a piggyback agreement with Houston-Galveston Area Council in the amount of \$303,453. This is a budgeted Capital Item this fiscal year.
Representative: Brad Kalsow, Water Reclamation Director
Recommendation: Approve
3. Approve the expenditure of \$188,000 for Gregori Construction, Inc. to perform milling and paving work at three (3) locations in the City – East St. Lucie Lane, Marion Lane, and the intersection of Ocean Beach Boulevard and East Cocoa Beach Causeway. This is a budgeted item.
Representative: Bob Torres, Public Works Director
Recommendation: Approve

L. GENERAL PUBLIC COMMENT

(Only if not accommodated in the 30-minute Public Comment period earlier)

M. ADJOURNMENT

CITY OF COCOA BEACH, FLORIDA

CITY COMMISSION MINUTES

MARCH 7, 2024

A. MEETING CALLED TO ORDER

Mayor Keith Capizzi called the meeting to order at 7:01 pm.

- Pledge of Allegiance given by Commissioner Jackson
- Invocation by Troy Stanley, Pastor, First Christian Church of Cocoa Beach
- Roll Call

Commission Members Present:

Commissioner Joshua Jackson

Commissioner Skip Williams

Commissioner Karalyn Woulas

Vice-Mayor Jeremy Hutcherson

Mayor Keith Capizzi

Administrative Members Present:

City Attorney Becky Vose

City Manager Wayne Carragino

Development Services Director Randy Stevenson

Deputy CFO JoAnn Clark

Community Redevelopment Agency/Planner, Devan Taly

City Engineer, Jared Francis

Interim Police Chief, Wes Mullins

Police Major Kris Kuehn

Public Works Director, Robert Torres

Staff Engineer Morgan Zuhlke

Senior Accountant Ander Hanson

Water Reclamation Director Brad Kalsow

Deputy City Clerk Adrienne Adams

B. SPECIAL PRESENTATIONS (Limited to 15 minutes)

1. Present the Proclamation proclaiming the week March 3-9, 2024, Women in Construction Week.

Representative: Jeanellia Garcia, Assistant Construction Manager

Mayor Capizzi read the proclamation. Kate Howard gave a presentation on women in construction and thanked the city for their support. Ms. Howard was presented with a copy of the Proclamation.

2. Recognition of CareerSource of Brevard with projects City Wide.

Representative: Wayne Carragino, City Manager

Representatives from Career Source Brevard (CSB) described what the organization does, and how what they do benefits both the community and the City. Projects that CSB did were supervised and coordinated by City employee Donald Jenkins. Showed examples of repairs to lift stations, the Public Works building, dune crossovers, etc. City Manager Wayne Carragino presented Mr. Jenkins with an Amazon gift card for his commitment to helping the City.

C. APPROVAL OF THE AGENDA

(Note: Members of the public, Commission and Staff may remove items from the Consent Agendas if they wish to discuss them. Requests for removal need to be made known to the City Commission under the Approval of the Order of Business, at the beginning of the meeting.)

MOTION BY COMMISSIONER WILIAMS; SECONDED BY COMMISSIONER WOULAS.

I MOVE TO APPROVE THE AGENDA.

VOICE VOTE ON THE MOTION 5:0. MOTION CARRIED.

CITY OF COCOA BEACH, FLORIDA
CITY COMMISSION MINUTES
MARCH 7, 2024

D. PUBLIC COMMENTS

Comments will be heard on items that do not appear on the agenda of this meeting. Citizens will limit their comments to three (3) minutes. Per Commission Procedures, the City Commission will not take any action or discuss items brought up under the "Public Comment" section of the agenda. The City Commission may schedule such items as regular agenda items and act upon them in the future.

Mr. Ryan McDuffie representing Beach Island Resort claimed that 24-hour parking passes were supposed to be approved for 11th Ave., but the verbiage was changed at the last minute. Passes are only from 5pm – 9am and does not include 9am – 5pm. Does not mind paying extra for 24-hour passes, but they are necessary.

Commissioner Williams believes that the passes are fine as they are, as it's one of the busiest parking areas. He also stated that the passes were not supposed to be for 24 hours, but overnight.

Mr. McDuffie said the resort was built in 1960 with 20 rooms and 11 parking spots. Never has been an issue until recently. If the resort is at capacity, it forces guests to park on 11th for weeks at a time. Now, they are running the risks of getting tickets for violating parking rules.

Mayor Capizzi stated he doesn't mind discussing it again, and Commissioner Jackson agrees.

E. STAFF REPORTS AND ANNOUNCEMENTS

1. City Manager Carragino recognized Water Reclamation Director Brad Kalsow for obtaining a \$15mil grant that were provided for disaster relief. The grant follows loan guidelines but does not require payback. The money will be used to focus on infiltration on sanitary sewers tied to disaster relief recovery over a 5-year period.

2. Presentation on PediCabs for the City of Cocoa Beach for discussion.

Representative: Wayne Carragino, City Manger

Recommendation: Discuss and Direct Staff

William Black with Space Coast PediCabs presented information about their business, describing what they do and how they help the community and local economic impact. Mr. Black compares PediCabs to street legal golf carts. Gave examples and options of where the bikes will run and why. The City of Cape Canaveral has already approved them for use there.

Commissioner Williams had issues: they were not the same as golf carts as they are not plated; bike lanes would be too narrow for PediCabs, as well as the sidewalks; what about yielding to pedestrians; they are not legal to use on the road; they would create more congestion; and there would be liability issues. Commissioner Williams also stated Cape Canaveral's sidewalks are wider than Cocoa Beach's.

Mr. Black said the only requirement missing is a license plate, and if needed, he would get them. They would also be working the "tourist areas" where the bike lanes are wider. If there are pedestrians, the driver would slow down to "jogging speed" and let them pass. They will always yield to pedestrians. Hours would be 8am to sundown, but could be available for after-hours Cocoa Beach events.

Mayor Capizzi said bike lanes should be wide enough and the pedicabs don't need to be street legal. Would like to try it as a pilot program for 6 months.

Commissioner Hutcherson would like the Police Chief's opinion. Chief Mullins said sidewalk usage would not be enforceable, and neither would the roadway. Just bike lanes.

Commissioner Williams would be on board if they just use the bike lanes.

CITY OF COCOA BEACH, FLORIDA

CITY COMMISSION MINUTES

MARCH 7, 2024

Development Services Director Randy Stevenson thinks the bike lane will be tight but can work with the pilot program and see what can be done. Requests to limit the program to one company to assess the demand and work out any kinks.

Commissioner Hutcherson asked if Cape Canaveral had any stipulations; Mr. Black said none.

Mr. Black would like to keep any complaints about the operation to a minimum and be proactive about positive comments from the community. Would like to take 6 months of data from the pilot program and show that the program works.

Commissioner Jackson agreed with Commissioner Williams' concerns but wants to give the pilot program a chance.

City Attorney Vose said one company is fine for a pilot program; if it continues there might be an issue limiting it to one company. Will also need an ordinance to enforce any violations of whatever restrictions get decided.

F. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS

G. CITY COMMISSION REPORTS AND ANNOUNCEMENTS

1. Discussion on lifeguards.

Representative: Wayne Carragino, City Manager/Keith Capizzi, Mayor

Mayor Capizzi wanted to bring up that County Commissioner Tobia lied/gave misinformation about drowning deaths in Cocoa Beach. On December 23, 2023, there was a drowning death in Cocoa Beach with lifeguards on duty. Video was shown with this information. The County claimed we are wasting money and do not want to pay for lifeguards. The City was not informed about this meeting or given the opportunity to attend. Public comment was not allowed and ignored.

Mr. Wyatt Werneth was there the day of the drowning. He has been through this with the County before related to funding for lifeguards. The current lifeguards are not operating up to United States Life Saving Association standards. They are not patrolling; just sitting on ATVs. No one paying attention. The day of the drowning, not one lifeguard came out until someone went to the tower to get help. The City is not getting what they paid for, and the County needs to step up with proper supervision. There is no preventative lifeguarding. Mr. Werneth stated lifeguards do not get the same respect as police or firefighters. Ocean rescue should be on the same level as EMS, with professionals that have the same benefits as police or firefighters, not teenagers.

Mayor Capizzi stated the City shouldn't pay the County. They promote Cocoa Beach with billboards up and down the highways, not the City. They are bringing in tourists, the City pays taxes, that should cover lifeguards. The County's responsible.

Commissioner Hutcherson agrees the County is cherry picking information to act like the City does not support having lifeguards. It's revenue share, not cost share. If the County shares what they make, the City will pay.

Commissioner Williams said we owe the residents to provide lifeguards at Fisher and Shepard Parks, and that it was worth the money.

Commissioner Woulas said 3 million tourists visit a year. The City's police and fire support any rescues. Stated Deputy Fire Chief Justin Grimes checked the lifeguard towers and the numbers do not match what we contracted for. Offended that the County seems to be targeting Cocoa Beach.

Unless the City finds another way to fund lifeguards, Commissioner Williams will not support refusing to pay the County.

CITY OF COCOA BEACH, FLORIDA
CITY COMMISSION MINUTES
MARCH 7, 2024

Mr. John List claimed the residents feel that since public safety support is provided to the tourists, it's unfair the County doesn't pay. But if the City refuses to pay the County for the lifeguards, the City is doing the same thing they are. The 11K residents need beach safety. Maybe don't foot the whole cost, but don't take it all away.

Mr. Black said the City needs lifeguards; there can be other solutions until the County can come up with other solutions to reboot their lifeguard management. Take that money and make improvements to the city.

Mr. John Dillion stated that he doesn't think you can legally make a motion and vote on it at this meeting.

City Attorney Vose said the City can.

MOTION TO REVIST THE LAST VOTE BY COMMISSIONER WOULAS; SECONDED BY COMMISSIONER HUTCHERSON.
VOICE VOTE ON THE MOTION 4:1; COMMISSIONER WILLIAMS NAY. MOTION CARRIED.

Commissioner Jackson said the County committed to 90% above the \$89k, and then rescinded, footing the City with the bill. Agrees with the option to not pay. The City is not getting what they paid for; the quality of service is lacking and the County Commission misrepresenting Cocoa Beach.

MOTION TO SEND THE LETTER TO THE COUNTY TO PAY \$89K FOR LIFEGUARDS BY COMMISSIONER HUTCHERSON; SECONDED BY COMMISSIONER WILLIAMS.
VOICE VOTE ON MOTION 1-4; MOTION FAILED.

MOTION TO ZERO OUT THE MONEY AND NOT PAY THE COUNTY MADE BY COMMISSIONER HUTCHERSON; SECONDED BY COMMISSIONER JACKSON.
VOICE VOTE ON MOTION 4:1; COMMISSIONER WILLIAMS NAY. MOTION CARRIED.

H. CONSENT AGENDA

THE CITY ATTORNEY READ THE CONSENT AGENDA.

MOTION BY COMMISSIONER WOULAS; SECONDED BY COMMISSIONER JACKSON.

I MOVE TO APPROVE THE CONSENT AGENDA.

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY 5-0.

1. Approve the February 15, 2024, Commission Meeting Minutes
Representative: City Clerk Department
Recommendation: Approve

2. Approve the selection of Breen Aquatic, Inc. for the completion of the Golf Course Aquatic Vegetation Harvesting Project, RFP No. CB24 003 for the sum of \$260,855.00. This is a budgeted item for FY24. SOIRL grant received for \$592,350.00. This is a budgeted item and funded with a SOIRL Grant.
Representative: Jared Francis, City Engineer, and Kelsey Mack, Environmental and Sustainability Program Manager.
Recommendation: Approve

3. Approve the 2023 Board/Committee Annual Reports

- Board of Adjustment
- Planning Board
- Sustainability Committee
- General Employee Pension Board
- Land Management Committee
- Leisure Services Board
- Police/Fire Pension Board

CITY OF COCOA BEACH, FLORIDA

CITY COMMISSION MINUTES

MARCH 7, 2024

Representative: Wayne Carragino, City Manager

Recommendation: Approve

4. Approve the CRA and Gregory Dippolito and Penelope Dippolito addendum to original agreement that took place on February 1st, 2024, that was approved by the CRA Board

Representative: Devan Taly, Community Redevelopment Administrator

Recommendation: Approve

5. Approve the 2023 CRA Annual Report that was approved by the CRA Board.

Representative: Devan Taly, Community Redevelopment Administrator

Recommendation: Approve

6. Adopt Resolution No. 2024-03 A Resolution of the City Commission of the City of Cocoa Beach, Brevard County, Florida; authorizing the City Manager to apply for a Florida Inland Navigation District (FIND) grant to renovate Bicentennial Park, by executing Attachment E-7; providing for an effective date. The total cost of the project is estimated at \$3,300,000. The FIND grant is \$750,000. FIND requires that the City Commission adopt a resolution to proceed with the grant application. This is a budgeted item for FY24.

Representative: Ander Hanson, Senior Accountant

Recommendation: Adopt

7. Approve the Scope of Services for engineering and design of the Ramp Road Park SW Improvements Task Order 12 in the amount of \$162,239.92. This is a budgeted item in FY24.

Representative: Jared Francis, City Engineer and Morgan Zuhlke, Staff Engineer

Recommendation: Approve

8. Authorize the City Manager or Designee to enter into a contract with BDI Marine Contractors, LLC for construction of the McNabb Parkway Bioswale & Seawall Improvements (RFP CB24 002) in the amount of \$361,410. This is a budgeted item for FY24.

Representative: Jared Francis, City Engineer and Morgan Zuhlke, Staff Engineer

Recommendation: Approve

I. ITEMS REMOVED FROM THE CONSENT AGENDA

J. UNFINISHED BUSINESS

THE CITY ATTORNEY READ ITEM J1.

1. Adopt Ordinance 1687 on second reading, An Ordinance of the City of Cocoa Beach, Florida, adopting a new article II, "Special Budget Funds", and a new section 2-11 of that article II, "Capital Projects Fund", of Chapter 2, "Administration", providing for the establishment and funding of a capital projects fund, of the Cocoa Beach Code of Ordinances, and providing for codification, conflicts, severability, and an effective date.

Representative: City Commission

Recommendation: Adopt

MOTION BY ADOPT BY COMMISSIONER HUTCHERSON; SECONDED BY COMMISSIONER JACKSON.

I MOVE APPROVE ADOPT ORDINANCE 1687 ON SECOND READING

ROLL CALL VOTE ON THE MOTION 4-1; COMMISSIONER WOULAS NAY. MOTION CARRIED.

Commissioner Hutcherson agrees with the concept, but worried the City won't have excess funds. Savings should be built into fiscal funding.

Mayor Capizzi said funds like this would be for debt paying and then prioritize accordingly.

CITY OF COCOA BEACH, FLORIDA

CITY COMMISSION MINUTES

MARCH 7, 2024

Commissioner Hutcherson: say there's a surplus after budget reconciliation. Wouldn't a future capital plan get accelerated to consume that budget. There would be no surplus.

Commissioner Williams stated without raising taxes, there will be no extra money.

Mayor Capizzi played audio of former Mayor Malik where he agreed money needs to be put aside. Only an endeavor. If there is a surplus, save rather than spend.

Commissioner Woulas said Mr. Malik also talked about raising millage rates to get extra money. Likes the concept. Has faith finance will work things out in strategic planning. Might be a whole new Commission; could change what the fund gets spent on away from its original intent. Commissioner Williams agreed.

Mayor Capizzi stated none of this fund would be used on the Marina fund; residents will not pay for it. City funds will only be used on the feasibility study as a revenue bond. Firehouse repairs; North End project coming up. The City will be \$50 million in debt by next election cycle. No intention of raising the millage rate. Figure ways to save or make money.

Mr. Rick Anderson is still concerned about where the extra money will come from. Millage rate is set first, then priorities are figured out. The millage rate is not set high enough to meet the requirements of the current budget year. What is going to get cut to save money.

K. NEW BUSINESS

1. Approve the Scope of Services for Engineering and Design and fee estimate in the amount of \$347,046 from Black & Veatch Corporation to perform work on A1A Gravity Sewer Pipe Replacement Project. The engineering and design for this project is a budgeted item this fiscal year.

Representative: Brad Kalsow, Water Reclamation Director

Recommendation: Approve

MOTION TO APPROVE BY COMMISSIONER WILLIAMS; SECONDED BY COMMISSIONER HUTCHERSON.

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY 5-0.

L. GENERAL PUBLIC COMMENT (Only if not accommodated in the 30-minute Public Comment period earlier)

M. ADJOURNMENT 8:58

Mayor Capizzi adjourned the meeting at 8:58 pm.

CITY MEETING CALENDAR – For Details check Calendar at www.cityofcocoabeach.com (Click on the Government Tab)

1st and 3rd Thursday City Commission 7:00 PM

1st Monday Planning Board 5:30 PM

1st and/or 3rd Thursday Community Redevelopment Agency 6:30 PM

2nd Wednesday of Month Special Magistrate 9:00 AM

2nd Monday of Month Land Management Committee 4:30 PM

4th Monday of Month Leisure Services Advisory Board 4:00 PM (bimonthly, on odd months)

Called Upon Demand Police and Fire Pension Boards 3:00 PM

Called Upon Demand General Employee Pension Board 3:00 PM

3rd Wednesday of Month Board of Adjustment Meeting 5:15 PM

1st Wednesday of Month Sustainability Committee 6:30 PM

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Development Services /

MEETING DATE

March 21, 2024

REQUESTED MOTION/ACTION

Review and approve the application form for grandfathering a vessel and/or waterside accessory structure that exceeds the encroachment limits established by the Ordinance and was in existence as of February 15, 2024.

Representative: Randy Stevenson, Development Services Director

Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

Ordinance 1686, approved by the City Commission on February 15, 2024, addressed new regulations for mooring of boat and waterside accessory structures. The ordinance also added a new Section 5-17, "Grandfathering" to the City's Code of Ordinances. The subject of this agenda item is the proposed application for anyone who qualifies to apply for grandfathered status for a moored vehicle and/or waterside accessory structure that exceeds the established limits of the Ordinance and was in existence prior to February 15, 2024, the date of adoption of Ordinance 1686.



CITY OF COCOA BEACH
P.O. Box 322430 Cocoa Beach, FL 32932-2430
Telephone 321 868-3217 Fax 321868-3212
developmentservices@cityofcocoa beach.com

**WATERSIDE ACCESSORY STRUCTURES, MOORED
VESSEL OR COMBINATION OF WATERSIDE
ACCESSORY STRUCTURE AND MOORED VESSEL**

APPLICATION FOR GRANDFATHER STATUS

Application deadline: February 15, 2025

The waterside accessory structure, moored vessel, or combination of waterside accessory structure and moored vessel must have been in existence as of February 15, 2024 in order to qualify for grandfathered status.

Case No. (City use) _____ Date _____

Property Location: _____

Applicant/Owner: _____

Phone: _____

E-Mail: _____

Waterward projection of Waterside Accessory Structure (in feet): _____

Waterward projection of Moored Vessel (in feet): _____

Waterward projection of Accessory Structure and Moored Vessel (in feet): _____

Date current structure/moored vessel was placed in current configuration: _____

This application was applied for, prepared and approved with the full knowledge and consent of the undersigned. (Owner) and is a full and complete representation of the configuration of the waterside accessory structure and and/or the moored vessel as it existed as of February 15, 2024.

The Owner further authorizes City Staff, as necessary, reasonable right of entry to the subject premises, for review purposes, based upon this application.

Owner

Date

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐

online notarization, this _____ day of _____, 2024, by _____ Page 11 of 69

☐ who is personally known to me

☐ who has produced _____ as identification.

My Commission Expires:

Signature

Print Name

NOTARY PUBLIC - STATE OF _____

REQUIRED SUBMITTAL DOCUMENTS:

Letter explaining justification for making the request

Photographs of structure/moored vessel

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Manager /

MEETING DATE

March 21, 2024

REQUESTED MOTION/ACTION

Discuss possible modification or elimination of the existing Noise Ordinance 1678 (7/20/2023).

Representative: Karalyn Woulas, City Commission

Recommendation: Discuss

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

On June 1, 2023 the City Commission considered a draft ordinance on Noise. The Commission heard the Ordinance on first reading at the June 15, 2023 meeting. The ordinance was adopted on 7/20/23. Discuss possible modification or elimination of the existing Noise Ordinance 1678 (7/20/2023).

ORDINANCE NO. 1678

AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA, CREATING A NEW CHAPTER 13.5, "NOISE,"; PROVIDING FINDINGS OF FACT; PROVIDING ADOPTION; PROVIDING FOR ENFORCEMENT; PROVIDING MEANS AND METHOD OF DETERMINING EXCESSIVE NOISE; PROVIDING THAT EXCESSIVE NOISE IS A CODE VIOLATION; DECLARING THAT EXCESSIVE NOISE IS A PUBLIC NUISANCE; PROVIDING EXEMPTIONS; AND PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, the City of Cocoa Beach ("City") is a municipality with municipal home rule powers established pursuant to Chapter 166 Florida Statutes; and

WHEREAS, the Florida Constitution states that "it shall be the policy of the state to conserve and protect its natural resources and scenic beauty. Adequate provisions shall be made by law for the abatement of air and water pollution and excessive and unnecessary noise."(Florida Constitution, Article II, Section 7); and

WHEREAS, the Florida Supreme Court has acknowledged that protecting the public from excessively loud noise is a compelling state interest. *State v. Catalano*, 104 So.3d 1069, 1079 (Fla. 2012) (citing *Grayned v. City of Rockford*, 408 U.S. 104, 116 (1972)); and

WHEREAS, the City Commission has determined that although the current ordinance provisions addressing noise violations are valid and enforceable, the need to adopt a better and supplemental method of enforcement of noise complaints is in the best interests of the health, peace, safety, and general welfare of the citizens of Cocoa Beach; and

WHEREAS, the Fifth District Court of Appeal held in *Montgomery v. State*, 69 So.3d 1023, (Fla. 5th DCA, 2011), that a noise ordinance utilizing the "plainly audible" standard at a particular distance is not unconstitutionally vague, and can be used so long as the regulation is content neutral; and

WHEREAS, the City Commission finds and declares that it is the City Commission's legislative intent that this Ordinance be enforced as a content-neutral regulation of excessive noise; and

WHEREAS, the City Commission hereby finds and declares that this ordinance is in the best interest of the public health, safety, and welfare.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA:

SECTION 1. FINDINGS. The foregoing "Whereas" clauses are true and correct and are hereby ratified and confirmed by the City Commission.

SECTION 2. ADOPTION. Chapter 13.5, "Noise" of the Code of Ordinances of the City of Cocoa Beach is hereby adopted to read as follows:

ARTICLE 1. IN GENERAL

Sec. 13.5-1. Authority and Purpose

This chapter is enacted under the home rule power of the City of Cocoa Beach in the interest of the health, peace, safety and general welfare. The purpose of this Chapter is to regulate and reduce the noises within the city in order to preserve, protect and promote the public health, peace, comfort, safety and welfare, and the peace and quiet and quality of life of the inhabitants, both residents and visitors alike, of the city, prevent injury to human and animal life, preserve property values, foster the peace and comfort of the city's inhabitants, and facilitate the enjoyment of the natural attractions of the city.

Sec. 13.5-2. Findings of Facts

Based on information and communications from city residents to city staff and city commissioners, the practical first-hand experience and observations of city commissioners, common sense deductions of city commissioners based on long term experiences in Cocoa Beach, information learned by city commissioners from various residents, and from research concerning the adverse health consequences of excessive noise, the city commission finds, recognizes, determines and declares:

1. It is the public policy of the city that every person is entitled to noise levels that are not detrimental to the life, health, comfort and peace of the city's residents and visitors, and to be free of excessive noise that interferes with the enjoyment of property in the city by its residents and its visitors.
2. Scholarly research has shown that exposure to excessive noise can have serious and long term negative physical and psychological health consequences which can include, but are not limited to, hearing impairment, hypertension, heart disease, sleep disturbance, changes in the immune system and increased incidence of diabetes. Research has also shown that adverse cardiovascular effects occur from chronic exposure to noise due to the sympathetic nervous system's inability to habituate. The sympathetic nervous system maintains lighter stages of sleep when the body is exposed to noise, which does not allow blood pressure to follow the normal rise and fall cycle of an undisturbed circadian rhythm.
3. Stress from time spent around elevated noise levels has been linked with increased accident rates and aggression and other anti-social behaviors.
4. It is recognized that excessive noise potentially lowers the value of nearby residences.
5. Residents of the city have the right to have peace and quiet in and about their residences as well as in public areas, and be free from excessive noise, particularly during times and days when many residents typically relax and sleep.
6. The city recognizes the importance of the provisions of the Florida Constitution, Art. 2, Sec. 7, relating to the abatement of excessive and unnecessary noise.
7. It is hereby declared that the making, creation or maintenance of excessive noise within the city is a menace to the public health, comfort, safety, welfare, peace

and the quality of life and prosperity of the people of the city. The provisions and prohibitions hereinafter contained and enacted are the minimum deemed to be necessary to protect the health, safety and welfare of the city and its residents and visitors.

8. It is recognized that due to the intermittent character of some violations of this chapter, traditional methods of code enforcement with running fines, or citations which could merely be considered a cost of doing business by some commercial establishments, may not be effective means of deterrence of violations of this chapter. Therefore, it is found that in some cases, it is reasonable and appropriate, at the determination of the city commission, to provide for enforcement of this chapter through a request for equitable relief in the circuit court.

Sec. 13.5-3. Excessive noise declared a violation/means and method of determining excessive noise

It is a violation of this code of ordinances for any person within the city to make, continue, cause, or allow to be made or continued, any excessive noise as more specifically described herein. This chapter sets forth a plainly audible at a distance method by which noise can be determined to be "excessive noise" and therefore a violation of this code of ordinances.

Sec. 13.5-4. Declaration of public nuisance

It is hereby found and determined that excessive noise in the City of Cocoa Beach is a public nuisance, subject to injunction and abatement by a court of competent jurisdiction.

Sec. 13.5-5. Enforcement.

Violations of this chapter may be investigated by any Cocoa Beach police officer and/or any Cocoa Beach code officer duly appointed by the city manager, (herein "investigating officer") and may be enforced through any, some, or all of the following:

- (a) A suit brought by the city in the circuit court to restrain, enjoin, or prevent a violation of this chapter.
- (b) Citation enforcement with the fines for such violations as set by Resolution of the City Commission.
- (c) Special Magistrate proceedings.
- (d) Any other legal proceedings deemed appropriate by the city commission.

Sec. 13.5-6. Construction of chapter.

This chapter shall be liberally construed to accomplish its purpose of regulating excessive noise, protecting the character of Cocoa Beach, the health, safety, and general welfare of its residents and visitors, and the preservation of the quality of life in Cocoa Beach, and the quiet enjoyment by Cocoa Beach's residents of their residential property.

Sec. 13.5-7. Severability

In the event that any word(s), phrase(s), portion(s), sub-sub-section(s), sub-section(s), or section(s) of this Chapter, is contrary to law, or against public policy, or shall for any reason whatsoever held to be invalid, illegal or unconstitutional, by any court of competent jurisdiction, such word(s), phrase(s), portion(s), sub-sub-section(s), sub-section(s), or section(s) of this Chapter shall be null and void, and shall be deemed severed, and a separate, distinct, and independent provision from the remaining provisions of this Chapter, and such holding shall in no manner affect the validity of the remaining words, phrases, portions, sub-sub-sections, sub-sections, or sections of this Chapter, which shall remain in full force and effect. This Chapter shall be construed in a manner to accomplish, to the greatest extent legally possible, the purposes of this Chapter as expressed herein. Further, specifically, and without limitation, in the event any portion of this Chapter, expressed or implied, causes this Chapter or any portion thereof, to be determined to be a content-based regulation rather than a content-neutral regulation, then such portion of this Chapter causing such determination shall be deemed severed, and it is declared the legislative intent of the City Commission that the balance of this Chapter would have been enacted absent such portion.

Sec. 13.5-8 through 13.5-19. Reserved.

ARTICLE II. PLAINLY AUDIBLE AT A DISTANCE MEANS AND METHOD OF DETERMINING EXCESSIVE NOISE

Sec. 13.5-20. Excessive noise determination under plainly audible at a distance means and method

(a) Either in response to a complaint, or upon an investigating officer becoming otherwise aware of an alleged violation of this chapter, such investigating officer may proceed to investigate the alleged violation by the plainly audible at a distance means or method of determining excessive noise as described hereinafter. The investigating officer shall determine the source of the noise being investigated and shall reasonably determine the relevant property lines of the real property that is the source of the noise being investigated (the "Originating Property"). The investigating officer may then, through physical measurement or other reliable source, determine a location which is either 100 feet or more, or 500 feet or more, as applicable depending upon the time and day of the week of the occurrence, from any property line of the Originating Property. The investigating officer shall then, at that location, use his normal hearing faculties, not enhanced by any mechanical or medical device, such as a hearing aid, to determine whether the noise being investigated is plainly audible. As used herein, "property line" shall mean an imaginary line along the surface of land, and its vertical plane extension, which separates the real property owned, rented, controlled or leased by a person or entity from real property owned, rented, controlled or leased by another person, entity, or government. Where an Originating Property extends into a water body, the applicable property line of the Originating Property shall be the imaginary line, and its vertical plane extension, separating where the dry land touches the body of water, so that submerged lands, whether below dockage or not, and regardless of ownership of the submerged lands or dockage, shall not be considered part of the Originating

ORDINANCE NO.1678

Property for purposes of making the 100 feet or 500 feet measurements (as applicable).

(b) Investigating officers shall make a determination as to whether a noise is plainly audible, by using the following standards:

(i) The primary means of detection shall be by means of the officer's ordinary auditory senses, so long as the officer's hearing is not enhanced by any mechanical device, such as a microphone or hearing aid.

(ii) The officer must have a direct line of hearing, to the area from which the noise is coming so that the officer can readily identify the offending area and the distance involved.

(iii) The officer need not determine the particular words or phrases being produced or the name of any song or artist producing the noise. For example, the detection of a rhythmic bass reverberating type noise is sufficient to constitute a plainly audible noise.

(c) The dates and times to be used to determine whether a violation of this code is occurring are as follows:

i) No person shall permit, cause, allow, or create noise that is plainly audible 100 feet or more in distance from any property line of the Originating Property, during or between the hours of 11:00 p.m. through 7:00 a.m., on Friday night through Saturday morning, and Saturday night through Sunday morning, and between the hours of 9:00 p.m. and 7:00 a.m. on any day through the following morning, Sunday through Thursday, and if such noise occurs it shall be deemed excessive noise as prohibited by this Chapter. This regulation is applicable city-wide without differentiation among different zoning districts.

ii) No person shall permit, cause, allow, or create noise that is plainly audible 500 feet or more in distance from any property line of the Originating Property, during or between the hours of 7:01 a.m. and 10:59 p.m., on any day of the week, and if such noise occurs it shall be deemed excessive noise as prohibited by this Chapter. This regulation is applicable city-wide without differentiation among different zoning districts.

Sec. 13.5- 21 through 13.5-37. Reserved.

ARTICLE V. EXEMPTIONS

Sec. 13.5-38. Exemptions

The following shall be exempt from the definition of excessive noise contained in this Chapter:

- (1) Yard and building maintenance machinery, equipment and tools operated between 7:00 a.m. and 8:00 p.m. when operated with all manufacturer's standard mufflers and noise-reducing equipment in use and in proper operating condition;

ORDINANCE NO.1678

- (2) Construction operations between 7:00 a.m. and 8:00 p.m. Monday through Saturday, and between 10:00 a.m. and 8:00 p.m. on Sunday, for which building permits have been issued, or for construction operations not requiring permits due to the scope of work or ownership of the project; provided all equipment used in the construction operations is operated in accordance with the manufacturer's specifications and with all standard equipment, manufacturer's mufflers and noise-reducing equipment in use and in proper operating condition;
- (3) Electrical or mechanical equipment in proper operating condition, installed and designed for the type of property or use upon which it is placed, providing air conditioning, heat, ventilation, plumbing or electrical service to the property on which it is placed;
- (4) Emergency generators used only during a loss of electrical power for any cause other than non-payment of utility services or failure to obtain or connect to available electrical service;
- (5) Aircraft operated in conformity with, or pursuant to, federal law, federal air regulations and air traffic control instructions;
- (6) Operations of interstate motor and rail carriers, to the extent that local regulation of noise levels of such vehicles has been preempted by the Noise Control Act of 1972 (42 U.S.C. § 4901 et seq.) or other applicable federal laws or regulations;
- (7) Operation of motor vehicles to the extent regulated by Section 316.293 Florida Statutes;
- (8) Sanitation operations including the unloading, emptying or collection of any waste or recycling container;
- (9) Noises created by vehicles or equipment owned or operated by governmental entities including the City of Cocoa Beach, Brevard County, Brevard County Public Schools, the State of Florida, the Federal Government, or their designees, when such vehicles or equipment are engaged in emergency operations, including operations during or following storms, accidents, or other catastrophes; and
- (10) Noises created by vehicles or equipment owned or operated by governmental entities including the City of Cocoa Beach, Brevard County, Brevard County Public Schools, the State of Florida, the Federal Government, or their designees, when such vehicles or equipment are engaged in construction operations.
- (11) Noises during times and/or at locations as specifically designated by Resolution of the city commission upon request to the city commission and upon good cause shown.

SECTION 3. CONFLICTS. All Ordinances or parts of Ordinances insofar as they are inconsistent or in conflict with the provisions of this Ordinance are hereby repealed to the extent of any conflict; provided, however, this Ordinance shall be deemed supplemental to the current ordinances relating to noise that are contained in Chapter 15 of this code of ordinances, and shall

ORDINANCE NO.1678

not act to repeal such ordinances.

SECTION 4. CODIFICATION. The provisions of this Ordinance shall be codified as and become and be made a part of the Code of Ordinances of the City of Cocoa Beach.

ORDINANCE NO.1678

SECTION 5. SEVERABILITY. In the event that any word(s), phrase(s), portion(s), sub-sub-section(s), sub-section(s), or section(s) of this Ordinance, is contrary to law, or against public policy, or shall for any reason whatsoever held to be invalid, illegal or unconstitutional, by any court of competent jurisdiction, such word(s), phrase(s), portion(s), sub-sub-section(s), sub-section(s), or section(s) of this Ordinance shall be null and void, and shall be deemed severed, and a separate, distinct, and independent provision from the remaining provisions of this Ordinance, and such holding shall in no manner affect the validity of the remaining words, phrases, portions, sub-sub-sections, sub-sections, or sections of this Ordinance, which shall remain in full force and effect. This Ordinance shall be construed in a manner to accomplish, to the greatest extent legally possible, the purposes of this Ordinance as expressed herein. Further, specifically, and without limitation, in the event any portion of this Ordinance, expressed or implied, causes this Ordinance or any portion thereof, to be determined to be a content-based regulation rather than a content-neutral regulation, then such portion of this Ordinance causing such determination shall be deemed severed, and it is declared the legislative intent of the City Commission that the balance of this Ordinance would have been enacted absent such portion.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become in full force and effect immediately upon adoption.

Upon Motion by Commissioner Williams, seconded by Commissioner Hutcherson, this Ordinance was duly adopted at a Regular Meeting of the City Commission of the City of Cocoa Beach, Florida, held on the 20 day of July, 2023.

Ayes: 4 Nays: 1 Absent or Abstaining 0


Ben Malik, Mayor-Commissioner

ATTEST:


Loredana Kalaghchy, City Clerk

First Reading: June 15, 2023
Date Posted: June 19, 2023
Date Published: July 6, 2023

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Water Reclamation /

MEETING DATE

March 21, 2024

REQUESTED MOTION/ACTION

Approve the Scope of Services for Engineering and Design and fee estimates totaling \$185,040 from Kimley Horn to design rehabilitation improvements for Lift Station #3 under Task Order #2, Lift Station #6 under Task Order #3 and Lift Station #15 under Task Order 4. The engineering and design for this project is a budgeted item this fiscal year.

Representative: Brad Kalsow, Water Reclamation Director

Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

This is a budgeted item.

BACKGROUND:

The City's adopted Strategic Plan for Wastewater Improvements included upgrades to City Lift Stations. The City has 17 Lift Stations in total and 9 of them are being looked at for improvement over the next 5 years. Staff have determined to start with these three Lift Stations and budget the others for future years.

The scope of work for these 3 Lift Stations is to improve the piping, upgrading the control panels to current code and slight modifications to the wet wells. The intent of the task orders is to evaluate the existing conditions of the facilities, recommend improvements, design the improvements, and provide bid documents and bidding assistance.

Task Order	Lift Station	Address	Cost
2	3	1301 13 th Street South	\$59,300
3	6	400 4 th Street South	\$58,620
4	15	2880 S. Atlantic Ave/29 Street South	\$67,120
Totals			\$185,040

The City has contacted Kimly Horn to provide design, permitting and bidding support services for the rehabilitation of these lift stations

The Task Orders and scope of service being provided by Kimley Horn is also attached with this agenda item with further detailed information.

**City of Cocoa Beach Task Order #2
Kimley-Horn and Associates, Inc.
Lift Station 3 Rehabilitation**

Describing a specific agreement between Kimley-Horn and Associates, Inc. ("Kimley-Horn"), and the City of Cocoa Beach ("City"), in accordance with the terms of the Continuing Services Agreement (RFQ23-003) signed December 14, 2023.

PROJECT UNDERSTANDING

The existing Lift Station #3 is a duplex lift station with a fiberglass wet well located on City of Cocoa Beach property (parcel number 25-37-23-78-19.B-1) at the corner of 13th Street and Florida State Road A1A. The City is seeking to improve the lift station by rehabilitating it and bringing it up to current City standards. Kimley-Horn understands that the City is proposing to remove the existing valve vault and replace the valve vault piping by bringing the piping assembly above grade (preferably stainless steel), replace wet well piping and float system, and request electrical and instrumentation upgrades to the control panel, cabinet and PLC.

Based on initial conversations with City staff, the following were noted:

- It is our understanding that the lift station pumps were recently replaced and the City intends to keep the same pumps in the rehabilitated station, therefore no pump selection or associated calculations or memoranda have been included within this scope. With a 'like for like' pump swap and no additional capacity added to the system, a permit through Florida Department of Environmental Protection (FDEP) is not anticipated, so no permitting effort is included in this scope. It is also our understanding that the City will handle any changes to wiring to the existing RTU unit, therefore this has not been included within this scope. If requested, these can be provided as an additional service.
- There is a backup generator onsite and the City has noted it is sufficient at this time for the City's needs, however it is understood it would need to be rewired to the new PCP.
- There are existing concrete pads within close proximity to the lift station. At this time, the City feels the concrete pads are sufficient for maintenance vehicle parking and no additional concrete or driveway connection to 13th Street are proposed at this time.

The intent of this task order is for Kimley-Horn to evaluate the existing condition of the facilities, recommend improvements to the facilities, design the improvements, prepare bid documents, and provide bidding assistance.

SCOPE OF SERVICES

The following work shall be provided by Kimley-Horn:

Task 1 – 30% Design

- Collect and review available data.
- Attend one (1) site visit with City staff and electrical subconsultant.
- Electrical subconsultant will field verify the electrical voltage and phase at the existing lift station.
- Prepare a preliminary conceptual site plan.
- Attend one (1) preliminary design review meeting with City staff to discuss the above tasks.
- Prepare meeting minutes from any meetings with City staff and/or regulatory agencies and circulate to appropriate parties.

Task 2 – Survey

Kimley-Horn will engage a subconsultant to prepare the following work listed below , with deliverables to be provided with Task 4:

- Boundary Survey
 - Boundary survey to include the position and description of all recovered monument; metes and bounds legal description; all adjacent right-of-way and access with recording information; lines of possession and improvements along the boundaries; buildings; easements and servitudes; water features; calculated area of subject property; setting corner monumentation and appropriate section work.
 - Please note a Title of Opinion (to be provided by Client) will be required for these tasks.
- Topographic, Tree and Utility Survey
 - Topographic Survey:
 - RTK/GS or conventional data acquisition at a 50-foot grid within the project limits, plus 10 feet outside project limits; location and elevation of existing improvements and visible above ground utilities; and setting at least 2 site benchmarks to facilitate engineering for the project site.
 - Tree Survey:
 - The location and description of all specimen trees as required by client or municipality.
 - Sub-Surface Utility Survey:
 - The location and description of sub-surface utilities (paint & flags) as marked by Surveyor. The topographic survey will be displayed at one foot contours and will be based on the North American Vertical Datum (NAVD) of 1988.
- Subsurface Utility Designation – Quality Level “B”
 - Surveyor will field mark (paint & flags) all public sub-surface utility mains found excluding service lines, gravity sewer lines and irrigation, within the project limits shown above. Route or Area: as shown above. The areas will be scanned for underground utilities using electronic detection devices and Ground Penetrating Radar (GPR).
 - Underground utilities that are detectable by the above methods, where surface evidence exists or where plans are provided to the surveyor showing the locations thereof can be designated. However, some underground utilities may not be made of a conductive material or may not return a GPR echo and therefore cannot be designated with electronic prospecting equipment or GPR. Without surface evidence or existing plans, as provided to the surveyor, identification and designation of any utilities that might exist would then require soft excavation and would need to be determined by the client as additional services.
 - Aerial utilities and appurtenances, underground storm sewer structures or pipes, underground gravity sanitary manholes and pipes, gravity laterals and other services or the location of other underground objects such as underground fuel tanks, irrigation equipment and/or irrigation systems and their appurtenances are not included in the scope of this project.

Task 3 – Electrical Design Services

Kimley-Horn will engage a subconsultant to prepare the following work listed below. The subsequent deliverables will be provided with the respective Civil milestone deliverables listed in Tasks 4 and 5.

- Prepare electrical design associated with re-feeding existing duplex lift station pumps
- Electrical and instrumentation upgrades to provide new 200 amp main breaker, control panel, and RTU. Existing antenna will remain and be reused.

- Existing generator and ATS will be reused. Alarms wired to the new RTU.
- Develop new lift station control panel drawing for a standard 240 volt, 100 amp panel.
- One (1) site visit and meeting with Owner to obtain necessary information.
- Up to two (2) meetings with the local power company to establish and/or upgrade the electrical service at the proposed facility.
- Attend one (1) design meeting per deliverable with client and answer questions relating to design.
- The following deliverables will be provided:
 - 90% Drawings and specifications with 90% cost estimate
 - 100% Drawings and specifications with 100% cost estimate
- The following will be submitted for bidding services:
 - Up to three (3) complete sets of 11"x17" drawings
 - Up to three (3) complete sets of 24"x36" drawings
 - One (1) electronic copy in AutoCAD Version 2019 and pdf format
 - One (1) electronic copy in Word for the project specifications

Task 4 – 90% Design

- Prepare 90% Civil and Mechanical Design Drawings (24"x36") substantially consistent with City standard criteria including a bypass plan.
 - The following plan sheets are anticipated as part of this deliverable:
 - Cover Sheet
 - Existing Conditions/Demolition Plan
 - Proposed Improvements Plan
 - Bypass Pumping Plan
- Provide survey deliverables outlined in Task 2.
- Provide 90% Electrical deliverables outlined in Task 3.
- Prepare the preliminary Engineer's Opinion of Probable Cost.
- Provide project specifications. City is to review specifications for bidding purposes for consistency with procurement process.
- Attend one (1) 90% design review meeting with City staff to discuss the above tasks.
- Prepare a formal response to comments letter or equivalent individually addressing comments from 60% design deliverables and review meeting with staff.
- Prepare meeting minutes from any meetings with City staff and/or regulatory agencies and circulate to appropriate parties.

Task 5 – 100% Design

- Prepare 100% Design Drawings (24"x36"), (Civil, Mechanical)
- Provide 100% Electrical deliverables outlined in Task 3.
- Update Engineer's Opinion of Probable Cost.
- Prepare a formal response to comments letter or equivalent individually addressing comments from 90% design deliverables and review meeting with staff.
- Update project specifications for bidding.

Task 6 – Bidding Assistance

- Attend the pre-bid meeting if required.
- Prepare answers to bidder questions for the City to use in the preparation and distribution of bid addenda.
- Review bids and bidder qualifications.
- Prepare a written recommendation for the award of the construction contract.

Information Provided by the City

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

- Reasonable access to the site(s).
- Reasonable access to operations, maintenance and engineering staff.
- AutoCAD drawings of City design standards (if available).
- MS Word files of City standard technical details (if available).
- Copies of available as-built drawings, design and construction documents, and/or operating reports and maintenance records.
- City Standard Lift Station control panel design and specifications (if available).
- Advertisement and distribution of bid packages.
- Submittal of permit applications prepared by the Consultant (if applicable).
- Payment of permit fees (if applicable).
- Title of Opinion.
- GIS Data

Additional Services

Any services not specifically provided for in the above scope will be considered additional services and can be performed at Kimley-Horn's contracted hourly rates. Additional services we can provide include, but are not limited to, the following:

- Attendance at additional meetings and public hearings beyond those identified above.
- Environmental services related to threatened and endangered species, wetlands, or regulated solid wastes encountered on the site.
- Services related to the acquisition of real property, easements, or rights-of-way.
- Evaluation of the existing collection system and future flows to the lift station.
- Pump Sizing and Recommendations.
- Design of a back-up generator.
- Force main replacement design and permitting.
- Permitting services.
- Construction phase services.
- Any services not specifically described in the above scope of services.

SCHEDULE

Kimley-Horn shall provide the services described in the above scope upon a mutually agreed upon schedule.

BASIS OF COMPENSATION

Kimley-Horn will perform the services described in Tasks 1-6 for a total lump sum fee of \$59,300, inclusive of expenses. A breakdown of fee is provided in the table below.

Task	Description	Fee
1	30% Design	\$ 4,500
2	Survey	\$ 11,400
3	Electrical Design Services	\$ 14,800
4	90% Design	\$ 18,000
5	100% Design	\$ 3,800
6	Bidding Assistance	\$ 6,800
Total:		\$ 59,300

We will provide the services described above for a Lump Sum Fee. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice.

CLOSURE

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

Please email all invoices to _____

ACCEPTED:

THE CITY OF COCOA BEACH, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: _____

TITLE: _____

Senior Associate

TITLE: _____

DATE: _____

DATE: _____

**City of Cocoa Beach Task Order #3
Kimley-Horn and Associates, Inc.
Lift Station 6 Rehabilitation**

Describing a specific agreement between Kimley-Horn and Associates, Inc. ("Kimley-Horn"), and the City of Cocoa Beach ("City"), in accordance with the terms of the Continuing Services Agreement (RFQ23-003) signed December 14, 2023.

PROJECT UNDERSTANDING

The existing City Lift Station #6 is a duplex lift station located on property owned by the School Board of Brevard County, near Freedom 7 Elementary. The City is seeking to improve the lift station by rehabilitating the lift station by bringing it up to current City standards. Kimley-Horn understands that the City is proposing to remove the existing valve vault and replace the valve vault piping by bringing the piping assembly above grade (preferably stainless steel piping), replace wet well piping and float system, and request electrical and instrumentation upgrades to the control panel, cabinet and PLC.

Based on initial conversations with City staff, the following were noted:

- It is our understanding that the lift station pumps were recently replaced and the City intends to keep the same pumps in the rehabilitated station, therefore no pump selection or associated calculations or memorandums have been included within this scope. It is also our understanding that the City will handle any changes or upgrades to the existing RTU, therefore this has not been included within this scope. If requested, these can be provided as an additional service.
- If the City intends to keep the same pumps in the rehabilitated station, in a "like for like" swap, no permitting is anticipated through Florida Department of Environmental Protection (FDEP). If the project understanding changes and permitting assistance through FDEP is needed, it can be provided as an additional service.
- There is a backup generator onsite and the City has noted it is sufficient at this time for the City's needs, however it is understood it would need to be rewired to the new PCP.
- It is anticipated the water service for the lift station will be relocated prior to start of construction to the backside of the property with the current Ramp Road Park Improvements project by the City.
- The lift station is currently on property owned by the School Board of Brevard County. It is our understanding no approval or permit is needed for this work through the School Board. The anticipated coordination and meetings with the School Board of Brevard County have been detailed in the scope of services below. If this understanding changes and/or permitting assistance or additional meetings is needed, it can be provided as an additional service.
- The lift station is currently on property owned by the School Board of Brevard County and is not in an easement. It is understood an easement will be needed with this project, and the City does not have a standard size. It is also understood that effort associated with coordination of legal descriptions and easement acquisition coordination between the School Board of Brevard County will be completed by the City.

The intent of this task order is for Kimley-Horn to evaluate the existing condition of the facilities, recommend to the City improvements to the facilities, coordinate the design of those improvements with the City, prepare bid documents, and provide bidding assistance.

SCOPE OF SERVICES

The following work shall be provided by Kimley-Horn:

Task 1 – 30% Design

- Collect and review available data.
- Attend one (1) site visit with City staff and electrical subconsultant.
- Electrical subconsultant will field verify the electrical voltage and phase at the existing lift station.
- Prepare a preliminary conceptual site plan.
- Attend one (1) preliminary design review meeting with City staff to discuss the above tasks.
- Prepare meeting minutes from above meetings with City staff and/or regulatory agencies and circulate to appropriate parties.

Task 2 – Survey

Kimley-Horn will engage a subconsultant to prepare the following work listed below and deliverables will be provided with Task 4:

- Boundary Survey
 - Boundary survey to include the position and description of all recovered monument; metes and bounds legal description; all adjacent right-of-way and access with recording information; lines of possession and improvements along the boundaries; buildings; easements and servitudes; water features; calculated area of subject property; setting corner monumentation and appropriate section work.
 - Please note a Title of Opinion (to be provided by Client) will be required for these tasks.
 - There is no current parcel ID number for the proposed lift station site. A boundary survey will be performed on the new lift station site after the sketch and legal description is completed and filed with the Brevard County Property Appraisers. This task is only to be completed with the approval from the client.
- Legal Descriptions:
 - Surveyor will provide one (1) recordable Legal Description and Sketch as needed for the project for the proposed lift station site within the right-of-way of South 29th Street.
- Topographic, Hydrographic, Tree, Wetland and Utility Survey
 - Topographic Survey:
 - RTK/GPS or conventional data acquisition at a 50-foot grid within the project limits, plus 10 feet outside project limits; location and elevation of existing improvements and visible above ground utilities; and setting at least 2 site benchmarks to facilitate engineering for the project site.
 - Tree Survey:
 - The location and description of all specimen trees as required by client or municipality.
 - Sub-Surface Utility Survey:
 - The location and description of sub-surface utilities (paint & flags) as marked by Surveyor. The topographic survey will be displayed at one foot contours and will be based on the North American Vertical Datum (NAVD) of 1988.
- Subsurface Utility Designation – Quality Level “B”
 - Surveyor will field mark (paint & flags) all public sub-surface utility mains found excluding service lines, gravity sewer lines and irrigation, within the project limits shown above. Route or Area: as shown above. A Sunshine 811 “Design” ticket will be requested for the areas described to determine the utility providers within the project limits and to notify

them of the request for coordination with the surveyor's utility locator. The areas will be scanned for underground utilities using electronic detection devices and Ground Penetrating Radar (GPR). Any utilities detected and found within the project limits will be surface painted and flagged with the appropriate color as recognized by the National Utility Locating Contractors Association (NULCA), or if marked by others, will be verified by the surveyor's utility locator.

- Underground utilities that are detectable by the above methods, where surface evidence exists or where plans are provided to the surveyor showing the locations thereof can be designated. However, some underground utilities may not be made of a conductive material or may not return a GPR echo and therefore cannot be designated with electronic prospecting equipment or GPR. Without surface evidence or existing plans, as provided to the surveyor, identification and designation of any utilities that might exist would then require soft excavation and would need to be determined by the client as additional services.
- Aerial utilities and appurtenances, underground storm sewer structures or pipes, underground gravity sanitary manholes and pipes, gravity laterals and other services or the location of other underground objects such as underground fuel tanks, irrigation equipment and/or irrigation systems and their appurtenances are not included in the scope of this project.

Task 3 – Electrical Design Services

Kimley-Horn will engage a subconsultant to prepare the following work listed below. The subsequent deliverables will be provided with the respective Civil milestone deliverables listed in Tasks 4 and 5.

- Prepare electrical design associated with refeeding existing duplex lift station pumps
- Electrical and instrumentation upgrades to provide new 200 amp main breaker, control panel, and RTU. Existing antenna will remain and be reused.
- Existing generator and ATS will be reused. Alarms wired to the new RTU.
- Develop new lift station control panel drawing for a standard 240 volt, 100 amp panel.
- One (1) site visit and meeting with Owner to obtain necessary information
- Up to two (2) meetings with the local power company to establish and/or upgrade the electrical service at the proposed facility.
- Attend one (1) design meeting per deliverable with client and answer questions relating to design.
- The following deliverables will be provided:
 - 90% Drawings and specifications with 90% cost estimate
 - 100% Drawings and specifications with 100% cost estimate
- The following will be submitted for bidding services:
 - Up to three (3) complete sets of 11"x17" drawings
 - Up to three (3) complete sets of 24"x36" drawings
 - One (1) electronic copy in AutoCAD Version 2019 and pdf format
 - One (1) electronic copy in Word for the project specifications

Task 4 – 90% Design

- Prepare 90% Civil and Mechanical Design Drawings (24"x36") substantially consistent with City standard criteria including a suggested bypass plan.
 - The following plan sheets are anticipated as part of this deliverable:
 - Cover Sheet
 - Existing Conditions/Demolition Plan
 - Proposed Improvements Plan
 - Bypass Pumping Plan
- Provide survey deliverables outlined in Task 2.
- Provide 90% Electrical deliverables outlined in Task 3.
- Prepare the preliminary Engineer's Opinion of Probable Cost.
- Provide project specifications. City is to review specifications for bidding purposes for consistency with procurement process.

- Attend one (1) 90% design review meeting with City staff to discuss the above tasks.
- Attend one (1) meeting with the School Board of Brevard County
- Prepare a formal response to comments letter or equivalent individually addressing comments from 60% design deliverables and review meeting with staff.
- Prepare meeting minutes from any meetings with City staff and/or regulatory agencies and circulate to appropriate parties.

Task 5 – 100% Design

- Prepare 100% Design Drawings (24"x36"), (Civil, Mechanical)
- Provide 100% Electrical deliverables outlined in Task 3.
- Update Engineer's Opinion of Probable Cost.
- Prepare a formal response to comments letter or equivalent individually addressing comments from 90% design deliverables and review meeting with staff.
- Update project specifications for bidding.

Task 6 – Bidding Assistance

- Attend a pre-bid meeting if required.
- Prepare answers to bidder questions for the City to use in the preparation and distribution of bid addenda.
- Review bids and bidder qualifications.
- Prepare a written recommendation for the award of the construction contract.

Information Provided by the City

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

- Reasonable access to the site(s).
- Reasonable access to operations, maintenance, and engineering staff.
- AutoCAD drawings of City design standards (if available).
- MS Word files of City standard technical details (if available).
- Copies of available as-built drawings, design and construction documents, and/or operating reports and maintenance records.
- City Standard Lift Station control panel design and specifications (if available).
- Advertisement and distribution of bid packages.
- Submittal of permit applications prepared by the Consultant (if applicable).
- Payment of permit fees (if applicable).
- Title of Opinion.
- GIS Data

Additional Services

Any services not specifically provided for in the above scope will be considered additional services and can be performed at Kimley-Horn's contracted hourly rates. Additional services we can provide include, but are not limited to, the following:

- Attendance at additional meetings and public hearings beyond those identified above.
- Environmental services related to threatened and endangered species, wetlands, or regulated solid wastes encountered on the site.
- Services related to the acquisition of real property, easements, or rights-of-way.
- Evaluation of the existing collection system and future flows to the lift station.

- Pump Sizing and Recommendations.
- Design of a back-up generator.
- Force main replacement design and permitting.
- Permitting services.
- Construction phase services.
- Any services not specifically described in the above scope of services.

SCHEDULE

Kimley-Horn shall provide the services described in the above scope upon a mutually agreed upon schedule.

BASIS OF COMPENSATION

Kimley-Horn will perform the services described in Tasks 1-6 for a total lump sum fee of \$58,620, inclusive of expenses. A breakdown of fee is provided in the table below.

Task	Description	Fee
1	30% Design	\$4,600
2	Survey	\$12,200
3	Electrical Design Services	\$11,600
4	90% Design	\$19,600
5	100% Design	\$3,800
6	Bidding Assistance	\$6,820
Total:		\$58,620

We will provide the services described above for a Lump Sum Fee. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice.

CLOSURE

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

Please email all invoices to _____

ACCEPTED:

THE CITY OF COCOA BEACH, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: _____

TITLE: _____

TITLE: Senior Associate

DATE: _____

DATE: _____

**City of Cocoa Beach Task Order #4
Kimley-Horn and Associates, Inc.
Lift Station 15 Rehabilitation**

Describing a specific agreement between Kimley-Horn and Associates, Inc. ("Kimley-Horn"), and the City of Cocoa Beach ("City"), in accordance with the terms of the Continuing Services Agreement (RFQ23-003) signed December 14, 2023.

PROJECT UNDERSTANDING

The existing Lift Station #15 is a duplex lift station with a fiberglass wet well located just west of the intersection of S 29th Street and S. Atlantic Ave (A1A). The City is seeking to improve the lift station by rehabilitating it and bringing it up to current City standards. Kimley-Horn understands that the City is proposing to remove the existing valve vault and replace the valve vault piping by bringing the piping assembly above grade (preferably stainless steel), replace wet well piping and float system, and request electrical and instrumentation upgrades to the control panel, cabinet and PLC. Additionally, due to the proximity of the lift station location to the Banana River and previous issues with storm surges impeding access, the City would like to raise the top slab of the wet well.

Based on initial conversations with City staff, the following were noted:

- It is our understanding that the lift station pumps were recently replaced and the City intends to keep the same pumps in the rehabilitated station, therefore no pump selection or associated calculations or memoranda have been included within this scope. It is also our understanding that the City will handle any changes to wiring to the existing RTU unit, therefore this has not been included within this scope. If requested, these can be provided as an additional service.
- If the City intends to keep the same pumps in the rehabilitated station, in a "like for like" swap, no permitting is anticipated through Florida Department of Environmental Protection (FDEP). If the project understanding changes and permitting assistance through FDEP is needed, it can be provided as an additional service.
- There is no backup generator onsite. As part of this scope of services the City would request concrete generator pads as part of the site plan.
- The lift station is currently within a Brevard County public right-of-way, and is not in an easement. If an easement or individual lift station site legal description is needed on this project, then additional services will be required. It is understood that effort associated with coordination of requested legal descriptions and easement acquisition with Brevard County will be completed by the City.
- It is our understanding that a Brevard County right-of-way permit will be required.
- The lift station is currently within the Zone AE flood zone, according to FEMA Map Panel 12009C0463H, effective date 1/29/2021, with a base flood elevation of 3'.

The intent of this task order is for Kimley-Horn to evaluate the existing condition of the facilities, recommend to the City improvements to the facilities, design the improvements, prepare bid documents, and provide bidding assistance.

SCOPE OF SERVICES

The following work shall be provided by Kimley-Horn:

Task 1 – 30% Design

- Collect and review available data.
- Attend one (1) site visit with City staff and electrical subconsultant.
- Electrical subconsultant will field verify the electrical voltage and phase at the existing lift station.
- Prepare a preliminary conceptual site plan.
- Attend one (1) preliminary design review meeting with City staff to discuss the above tasks.
- Prepare meeting minutes from above meetings with City staff and/or regulatory agencies and circulate to appropriate parties.

Task 2 – Survey

Kimley-Horn will engage a subconsultant to prepare the following work listed below and deliverables will be provided with Task 4:

- Survey Control and Specific Purpose Right of Way Survey
 - Survey tasks for Part 1 shall consist of: the position and description of all recovered monuments; right of way and adjacent parcels with recording information; survey control set at 600 foot intervals to facilitate project engineering.
 - Survey control will consist of the following:
 - Recover closest two (2) NGS or Brevard County geodetic control monuments; Monument and reference each end of baseline near project site. Utilize GPS status or redundant RTK control survey methods to establish control pairs at each end of project relative to North American Datum of 1983 adjustment of 2011 (NAD83/2011), state plan coordinates, Florida East zone. Surveyor will use GEOID 12A; Recover closest City benchmarks; Measure closed differential level loop between control to establish elevations relative to North American Vertical Datum of 1988 (NAVD88) for each survey baseline monument.
 - A separate survey control sheet will be provided showing all set and recovered control.
 - The Survey Control and Specific Purpose Right of Way Survey will be performed and prepared in accordance with the State of Florida Standards of Practice, as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17, Florida Administrative Code and per Section 472.027, Florida Statutes.
- Right of Way Topographic Survey
 - Survey tasks for Part 2 shall consist of: cross sections at 50 foot intervals or at an interval to secure a one foot contour interval (within right of way and extend 10' outside of both sides of the right of way and to the returns of all intersections); location of existing improvements and visible above ground utilities; subsurface utilities as marked by surveyor; trees and landscaping within project limits; and setting at least two (2) site bend marks in order to facilitate engineering for the project site.
 - Survey will be displayed at one-foot contours with spot elevations and will be based on the North American Vertical Datum (NAVD) of 1988.
 - The topographic survey will be prepared in accordance with the State of Florida Standards of Practice Chapter 5J-17, Florida Administrative Code, as set forth by the

Board of Professional Surveyors and Mappers, pursuant to Section 472.027, Florida Statutes.

- Legal Descriptions:
 - Surveyor will provide one (1) recordable Legal Description and Sketch as needed for the project for the proposed lift station site within the right-of-way of South 29th Street.
- Subsurface Utility Designation – Quality Level “B”
 - Surveyor will field mark (paint & flags) all public sub-surface utility mains found excluding service lines, gravity sewer lines and irrigation, within the project limits shown above. Route or Area: as shown above. A Sunshine 811 “Design” ticket will be requested for the areas described to determine the utility providers within the project limits and to notify them of the request for coordination with the surveyor’s utility locator. The areas will be scanned for underground utilities using electronic detection devices and Ground Penetrating Radar (GPR). Any utilities detected and found within the project limits will be surface painted and flagged with the appropriate color as recognized by the National Utility Locating Contractors Association (NULCA), or if marked by others, will be verified by the surveyor’s utility locator.
 - Underground utilities that are detectable by the above methods, where surface evidence exists or where plans are provided to the surveyor showing the locations thereof can be designated. However, some underground utilities may not be made of a conductive material or may not return a GPR echo and therefore cannot be designated with electronic prospecting equipment or GPR. Without surface evidence or existing plans, as provided to the surveyor, identification and designation of any utilities that might exist would then require soft excavation and would need to be determined by the client as additional services.
 - Aerial utilities and appurtenances, underground storm sewer structures or pipes, underground gravity sanitary manholes and pipes, gravity laterals and other services or the location of other underground objects such as underground fuel tanks, irrigation equipment and/or irrigation systems and their appurtenances are not included in the scope of this project.

Task 3 – Electrical Design Services

Kimley-Horn will engage a subconsultant to prepare the following work listed below. The subsequent deliverables will be provided with the respective Civil milestone deliverables listed in Tasks 4 and 5.

- Prepare electrical design associated with refeeding existing duplex lift station pumps
- Electrical and instrumentation upgrades to provide new 200 amp main breaker, control panel, and RTU. Existing antenna will remain and be reused.
- Existing generator and ATS will be reused. Alarms wired to the new RTU.
- Develop new lift station control panel drawing for a standard 240 volt, 100 amp panel.
- One (1) site visit and meeting with Owner to obtain necessary information
- Up to two (2) meetings with the local power company to establish and/or upgrade the electrical service at the proposed facility.
- Attend one (1) design meeting per deliverable with client and answer questions relating to design.
- The following deliverables will be provided:
 - 90% Drawings and specifications with 90% cost estimate
 - 100% Drawings and specifications with 100% cost estimate
- The following will be submitted for bidding services:
 - Up to three (3) complete sets of 11”x17” drawings
 - Up to three (3) complete sets of 24”x36” drawings
 - One (1) electronic copy in AutoCAD Version 2019 and pdf format
 - One (1) electronic copy in Word for the project specifications

Task 4 – 90% Design

- Prepare 90% Civil and Mechanical Design Drawings (24"x36") substantially consistent with City standard criteria including a suggested bypass plan.
 - The following plan sheets are anticipated as part of this deliverable:
 - Cover Sheet
 - Existing Conditions/Demolition Plan
 - Proposed Improvements Plan
 - Bypass Pumping Plan
- Provide survey deliverables outlined in Task 2.
- Provide 90% Electrical deliverables outlined in Task 3.
- Prepare the preliminary Engineer's Opinion of Probable Cost.
- Provide project specifications. City is to review specifications for bidding purposes for consistency with procurement process.
- Attend one (1) 90% design review meeting with City staff to discuss the above tasks.
- Attend up to two (2) meetings with Brevard County for coordination
- Prepare a formal response to comments letter or equivalent individually addressing comments from 60% design deliverables and review meeting with staff.
- Prepare meeting minutes from any meetings with City staff and/or regulatory agencies and circulate to appropriate parties.

Task 5 – Permitting Assistance

- Prepare a Brevard County Right-of-Way Permit application package for submittal to Brevard County.
- Prepare up to two (2) round of Request for Additional Information (RAI) responses to comments
- Attend up to two (2) meetings with Brevard County Right-of-Way staff for coordination of proposed improvements and site access.

Task 6 – 100% Design

- Prepare 100% Design Drawings (24"x36"), (Civil, Mechanical)
- Provide 100% Electrical deliverables outlined in Task 3.
- Update Engineer's Opinion of Probable Cost.
- Prepare a formal response to comments letter or equivalent individually addressing comments from 90% design deliverables and review meeting with staff.
- Update project specifications for bidding.

Task 7 – Bidding Assistance

- Attend a pre-bid meeting if required.
- Prepare answers to bidder questions for the City to use in the preparation and distribution of bid addenda.
- Review bids and bidder qualifications.
- Prepare a written recommendation for the award of the construction contract.

Information Provided by the City

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

- Reasonable access to the site(s).
- Reasonable access to operations, maintenance, and engineering staff.
- AutoCAD drawings of City design standards (if available).
- MS Word files of City standard technical details (if available).

- Copies of available as-built drawings, design and construction documents, and/or operating reports and maintenance records.
- City Standard Lift Station control panel design and specifications (if available).
- Advertisement and distribution of bid packages.
- Submittal of permit applications prepared by the Consultant (if applicable).
- Payment of permit fees.
- Title of Opinion.
- GIS Data.

Additional Services

Any services not specifically provided for in the above scope will be considered additional services and can be performed at Kimley-Horn's contracted hourly rates. Additional services we can provide include, but are not limited to, the following:

- Attendance at additional meetings and public hearings beyond those identified above.
- Environmental services related to threatened and endangered species, wetlands, or regulated solid wastes encountered on the site.
- Services related to the acquisition of real property, easements, or rights-of-way.
- Evaluation of the existing collection system and future flows to the lift station.
- Pump Sizing and Recommendations.
- Design of a back-up generator.
- Force main replacement design and permitting.
- Permitting services other than those specifically described in the above scope of services.
- Construction phase services.
- Any services not specifically described in the above scope of services.
- Coordination with Brevard County

SCHEDULE

Kimley-Horn shall provide the services described in the above scope upon a mutually agreed upon schedule.

BASIS OF COMPENSATION

Kimley-Horn will perform the services described in Tasks 1-7 for a total lump sum fee of \$67,120, inclusive of expenses. A breakdown of fee is provided in the table below.

Task	Description	Fee
1	30% Design	\$4,600
2	Survey	\$13,100
3	Electrical Design Services	\$11,600
4	90% Design	\$21,600
5	Permitting Assistance	\$5,600
6	100% Design	\$3,800
7	Bidding Assistance	\$6,820
Total:		\$67,120

We will provide the services described above for a Lump Sum Fee. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice.

CLOSURE

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

Please email all invoices to _____

ACCEPTED:

THE CITY OF COCOA BEACH, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: _____

TITLE: _____

Senior Associate

TITLE: _____

DATE: _____

DATE: _____

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Water Reclamation /

MEETING DATE

March 21, 2024

REQUESTED MOTION/ACTION

Approve the purchase of a Closed Circuit Television Transit Van and associated equipment for sewer inspections from CUES, Inc. through a piggyback agreement with Houston-Galveston Area Council in the amount of \$303,453. This is a budgeted Capital Item this fiscal year.

Representative: Brad Kalsow, Water Reclamation Director

Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

This is a budgeted item.

BACKGROUND:

Our existing Closed Circuit Television (CCTV) van is a 2010 model. However our sewer inspection equipment within the van is from the late 90's and early 2000's. Specifically, our existing inspection camera is from 2003, the camera reel, modular components and portable mini-camera are from 1998. From year to year our equipment becomes increasingly more difficult to operate and spare parts are scarce due to the age of our existing equipment. The existing van will be converted into an Electrician Van.

CCTV sewer pipe inspection is essential for maintaining the integrity, functionality, and safety of sewer systems, ultimately contributing to public health and environmental protection. It helps identify blockages, leaks, or structural damage within the sewer system. Early detection can prevent costly repairs and infrastructure failures. Regular inspections allow for proactive maintenance, preventing potential issues before they escalate into major problems. This helps in avoiding sewage backups, overflows, and environmental contamination.

The data collected from CCTV inspections can be analyzed to understand the condition of the sewer system over time. This information is valuable for planning maintenance schedules, budgeting, and prioritizing repairs. By identifying structural weaknesses or hazards in the sewer system, CCTV inspections contribute to the safety of both workers and the general public. It helps prevent accidents and injuries that could occur due to infrastructure failures.

Timely detection and repair of leaks or cracks in sewer pipes prevent sewage from leaking into the surrounding soil and water sources, thus safeguarding the environment from contamination.

CITY OF COCOA BEACH
AGREEMENT TO PIGGYBACK SERVICES

THIS AGREEMENT TO PIGGYBACK SERVICES is made and entered into this _____ day of _____, 2024, by and between the CITY OF COCOA BEACH, a Florida municipality, hereinafter referred to as the (“City”), and CUES, Inc., a Delaware corporation authorized to do business in Florida (“Contractor”), concerning that certain contract with HOUSTON-GALVESTON AREA COUNCIL, (“H-GAC Contract”).

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor’s compliance for Florida’s Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists; and

WHEREAS, Section 286.101, Florida Statutes contains a list of “foreign countries of concern” including, the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such “foreign country of concern”. Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those “foreign countries of concern” to the Florida Department of Financial Services; and

WHEREAS, H-GAC awarded a solicitation to Contractor based on the terms of a competitively bid contract in compliance with the procurement laws of the State of Florida (the H-GAC Contract”). A complete copy of the Bid Documents, the H-GAC Contract and any Renewals or Amendments thereto can be found by visiting: <https://www.h-gac.com/Home>; and

WHEREAS, the services, products and equipment provided by Contractor are needed by the City of Cocoa Beach; therefore, the City desires to enter into an agreement with the Contractor pursuant to the same terms of the H-GAC Contract except as amended herein; and

WHEREAS, the H-GAC Contract was competitively bid with procedural guarantees of fairness and competitiveness substantially equivalent to those of the City of Cocoa Beach; 2) The City of Cocoa Beach and Contractor authorize the “piggyback” on the competitive pricing of their Contract; and 3) it is in the best interest of the residents of the City of Cocoa Beach to enter into an agreement with Contractor containing similar terms and conditions as contained the H-GAC Contract.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Incorporation by Reference. The foregoing WHEREAS clauses are incorporated by reference.

2. Amendments. In the event of a conflict between the terms of the H-GAC Contract and terms of this Agreement to “piggyback”, the terms of this Agreement to “piggyback” shall prevail. This Agreement to “piggyback” services hereby amends and supplements the terms of the H-GAC Contract by the following: The scope of services, equipment, goods and products provided and prices in the H-GAC Contract are supplemented by the items contained in **Exhibit “A”** which is attached hereto and made a part hereof.

3. Public Records Compliance. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency’s custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
- (c) 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 contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, 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 contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City’s custodian of public records, in a format that is compatible with the information technology systems of the City.

- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY HALL - FIRST FLOOR
2 S. ORLANDO AVE.
P.O. BOX 322430
COCOA BEACH, FL 32932-2430.
321-868-3286,
CITYCLERK@CITYOFCOCOABEACH.COM**

4. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Brevard County Circuit Court on an expedited basis to enforce the requirements of this section.

5. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by City specified in the Brevard County Contract shall not be construed as a waiver of City's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by Brevard County in the Brevard County Contract in derogation hereof shall be void and of no force or effect.

6. Non-appropriation. City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

7. E-Verify Compliance. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit

stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

8. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), 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(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

9. Disclosure Requirements for "Foreign Countries of Concern". CONTRACTOR shall comply with the disclosure requirements set forth in section 286.101 (3) (a), F.S., which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable "foreign country of concern" and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services". Pursuant to section 268.101(7), F.S.: "In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility

for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

10. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties’ actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Brevard County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

11. Attorneys’ Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys’ fee and costs.

12. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

A. None.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed on the date first above written.

THE CITY OF COCOA BEACH

By: _____
Mayor Keith Capizzi, Chairperson- Cocoa Beach City Council

Attested By: _____
City Clerk

Date Signed by the City: _____

CUES, INC.

By: _____

Its: _____
(Printed Name and Title)

Attested By: _____
(Signature, Printed Name, Title)

Date Signed by the Contractor: _____

Approved for Legal Form and Content by:

Gretchen R.H. Vose
City Attorney

EXHIBIT "A"


CONTRACT PRICING WORKSHEET
 For Standard Equipment Purchases

 Contract
 No.:

SCO1-21

 Date
 Prepared:

3/7/2024

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Cocoa Beach, FL	Contractor:	Elxsi dba CUES
Contact Person:		Prepared By:	Robin Guthrie
Phone:		Phone:	800-327-7791 ext 224
Fax:		Fax:	407-425-1569
Email:		Email:	robing@cuesinc.com

Product Code:	G019	Description:	FORD TRANSIT VAN TV INSPECTION VEHICLE
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	\$173,130.00
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B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable
 (Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
EVO3 - Evolution 3 Interior	\$3,489.26	WS360 Steerable Pipe Ranger	\$25,976.61
GXTR2879S 24" Side Wall Mount monitor	\$3,150.68	TR3100-1 Floor Mounted Crane	\$8,627.52
TR2985 5 Drawer Tool Chest	\$2,429.63	GN1350 GraniteNet Rackmount Computer System	\$5,023.32
E010 - MP+ PORTABLE PIPELINE INSPECTION SYSTEM	\$14,481.00	WS910 Pnuematic tires SPR	\$2,085.82
EL11505 500' addt feet TV cable	\$2,920.00		
TR776 Storage Drawer Under Reel	\$1,130.69		
WS308 Electric Lif for SPR	\$8,148.91		
WB100/WD20 washdown system/workbench in equipment room	\$4,811.18		
CZ300 - OZII Camera	\$26,094.70		
MD380-1 Summit electronics upgrade	\$6,893.87		
MD320 Auto payout feature	\$4,119.39		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	119382.58

C. Unpublished Options - Itemize below - Attach additional sheet if necessary
 (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
DUC system wiring/interface	5120.5		
LED Laser Diode for OZII	\$5,819.92		
		Subtotal C:	10940.42

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	4%
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D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	303453	=	Subtotal D:	303453
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E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Delivery to FL	367		
		Subtotal E:	367

Delivery Date:	120 days	F. Total Purchase Price (D+E):	303820
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City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Public Works /

MEETING DATE

March 21, 2024

REQUESTED MOTION/ACTION

Approve the expenditure of \$188,000 for Gregori Construction, Inc. to perform milling and paving work at three (3) locations in the City – East St. Lucie Lane, Marion Lane, and the intersection of Ocean Beach Boulevard and East Cocoa Beach Causeway.

This is a budgeted item.

Representative: Bob Torres, Public Works Director

Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

This is a budgeted item.

BACKGROUND:

Staff contacted one of the City's contracted contractors that performs paving work, Gregori Construction, Inc., and obtained a bid proposal for \$191,700 for milling and paving work at three (3) locations in the City - East St. Lucie Lane, Marion Lane, and the intersection of Ocean Beach Boulevard and East Cocoa Beach Causeway, and road repair on North Banana River Boulevard. The Bid Proposal describing the scope of work and price at each location is attached.

Further comments relative to the projects include:

East St. Lucie Lane – this 700' section of roadway between SR A1A and Ocean Beach Blvd. is in poor condition due to the fact that the underground concrete storm drain pipe has had leaking joints for some time, which has resulted in sinkholes and patches of asphalt from repairs which have settled over time. Just recently, the Stormwater Utility contracted with Insituform to slipline the entire length of the pipe, thereby sealing all the leaking pipe joints. Gregori Construction will excavate all the sunken asphalt patches, reconstruct the base and re-patch the sunken areas, then mill, pave, and re-stripe the road. It is noted that the Stormwater Utility will fund the cost of the repairs of the sunken areas due to the leaking stormwater pipe, at a cost of \$22,300. Total cost of this work: \$108,000

Marion Lane – mill, pave, and re-stripe a portion of the deteriorated pavement between the Cocoa Beach Surf Shop garage and SR A1A.

Total cost of this work: \$36,000

Ocean Beach Blvd./East Cocoa Beach Cswy. – Demolish the traffic island and replace the defective curb; mill and pave.

Total cost of this work: \$44,000

North Banana River Boulevard – For repairs due to leaking wastewater pipes

Total cost of this work: \$3,700

which have been repaired.

Total Project Cost: \$191,700

**CITY OF COCOA BEACH
CONTRACT FOR CONTINUING SERVICES FOR MINOR
CONSTRUCTION PROJECTS**

This Contract is made upon the signing of the parties by and between the City of Cocoa Beach, Florida, hereinafter referred to as the City, and **Gregori Construction, Inc.**, authorized to do business in the State of Florida, and hereinafter referred to as the Contractor. In consideration of the mutual promises contained herein, the City and the Contractor agree that the Contractor will provide services for the City of Cocoa Beach as more specifically set forth in **Exhibit A, Scope of Work**, of this Contract, attached hereto and by reference, made part hereof.

It is the intent of the City of Cocoa Beach to pre-qualify various contractors and enter into this Continuing Services Agreement to provide all labor and materials for minor projects with minimal design requirements and valued at no more than \$300,000 per project. The work discipline/disciplines listed in Exhibit A (Scope of Services) are applicable to this contract. The exact nature and magnitude of the required services cannot be defined precisely at the time of entering into this Continuing Services Agreement. It is the intent of the City that when services are needed by the City, the City will negotiate with CONTRACTOR(S) with whom the City has a Continuing Services Agreement. The services to be performed by a CONTRACTOR will be set forth in the scope of services described in Work Orders to be issued by CITY from time to time.

ARTICLE 1-TERM OF CONTRACT

The Contractor shall begin work under this Contract on or about April 1, 2023, and this Contract shall continue through March 31, 2026, unless either party chooses to exercise its rights under Article 26, Termination. This Contract is renewable in one-year increments for an additional two (2) years. The contract may not be extended past March 31, 2028.

ARTICLE 2 - CONTRACT ADMINISTRATION

Administration of this Contract shall be under the general direction of Wayne Carragino, Assistant to the City Manager, or designee, who shall act as the City's representative during the performance of this Contract. The Contract Administrator for the Contractor is Andrew M. Gregori, who will also serve as the day-to-day contact person. Each party to this Contract agrees to provide written notification within fifteen (15) days, should the representative of either party change during the term of the Contract.

ARTICLE 3 - SCOPE OF WORK

The Contractor shall do, perform, deliver and carry out, in a professional manner, the type of projects, products, services as set forth in **Exhibit A, Scope of Work**, attached hereto, and, by reference, made part of the contract.

**CITY OF COCOA BEACH
CONTRACT FOR CONTINUING SERVICES FOR MINOR
CONSTRUCTION PROJECTS**

ARTICLE 4 - PAYMENTS TO CONTRACTOR

The City shall pay the Contractor for services in accordance with the service orders set forth in **Exhibit B**.

No payments will be made under this contract until all the insurance; permit & license requirements in Article 7 have been met. The Contractor's invoice will be supported by the final approved work schedule(s) referenced in Article 3. Invoices will be agreed to supporting documentation and properly extended. Contractor may submit his invoice for work performed during the month on any workday of the following month. Invoices for reimbursable items must have supporting documentation.

Invoice terms are net thirty (30) days as calculated from the day of submission. Invoices received from the Contractor pursuant to this Contract will be attested and approved by the Contract Administrator, indicating that the services being invoiced are in conformity with the Contract. The invoices will then be sent to the Finance Department for payment. Payments by the City are disbursed in accordance with Finance Department policy. No other representation regarding payment is made or implied.

Invoices not in accordance with the terms of the contract will be returned to the Contractor for correction. The calculation for a late charge does not begin until a correct invoice is submitted.

ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage and rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract.

ARTICLE 6 - AVAILABILITY OF FUNDS

The obligations of the City under this Contract are subject to the availability of funds lawfully appropriated for its purposes by the City Commission of Cocoa Beach.

**CITY OF COCOA BEACH
CONTRACT FOR CONTINUING SERVICES FOR MINOR
CONSTRUCTION PROJECTS**

ARTICLE 7 – INSURANCE, PERMITS & LICENSES

In the performance of work and services under this Agreement, Contractor agrees to comply with all Federal, State and Local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement that are applicable to Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

Contractor shall maintain in full force and effect during the life of the Contract, Worker's Compensation insurance covering all employees in performance of work under the Contract. Contractor shall make this same requirement of any of its subcontractors. Contractor shall indemnify and save the City harmless for any damage resulting to them for failure of either Contractor or any subcontractor to take out or maintain such insurance.

The following are required types and minimum limits of insurance coverage that the Contractor agrees to maintain during the term of this Contract:

COVERAGE	MINIMUM LIMITS
General Liability	\$ 2,000,000 incident
Auto Liability	\$300,000 per person/incident
Professional Liability (if applicable)	\$1,000,000
Worker's Compensation	Statutory

Statutory coverage for Worker's Compensation Insurance means covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

Contractor will provide copies of its business tax receipt(s) to the Chief Financial Officer (CFO). Neither Contractor nor any subcontractor shall commence work under this Contract until they have obtained all insurance required under this section and have supplied the City's Contract Administrator with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The Director of Personnel and Risk Management shall approve such certificates.

All insurers shall be licensed to conduct business in the State of Florida. Insurers must have, at a minimum, a policy holders' rating of "A", and a financial class of "VII" as reported in the latest edition of Best's Insurance Reports, unless the City grants specific approval for an exception. All policies provided should be Occurrence, not Claims Made, forms. **The Contractor's insurance policies must be endorsed to add the City of Cocoa Beach as an Additional Insured.** The Contractor shall be responsible for all deductibles. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the City by certified mail.

**CITY OF COCOA BEACH
CONTRACT FOR CONTINUING SERVICES FOR MINOR
CONSTRUCTION PROJECTS**

ARTICLE 8 - INDEMNIFICATION

For other additional consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor hereby contracts and agrees to indemnify and save harmless and defend the City, its agents, servants and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any act or omission of the Contractor, its agents, servants, representatives, or employees in the performance of this Contract.

The Contractor further agrees to indemnify, save harmless and defend the City, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the Contractor not included in the paragraph above and for which the City, its agents, servants or employees are alleged to be liable.

ARTICLE 9 - SAFETY

Precautions shall be exercised at all times for the protection of all persons (including City employees) and property. The safety provisions of all applicable laws, regulations and codes shall be observed. Hazards arising from the use of vehicles, machinery and equipment shall be guarded or eliminated in accordance with the highest accepted standards of safety. The Contractor and any subcontractors shall comply fully with all requirements of the Occupational Safety and Health Act (OSHA), and any other pertinent Federal, State or Local Statutes, rules or regulations. The Contractor and any subcontractors shall bear full responsibility for payment of any fines or other punishments resulting from violation of any such statutes, rules or regulations.

ARTICLE 10 - NONDISCRIMINATION

The Contractor warrants and represents that it complies with all Federal and State requirements concerning fair employment and will not discriminate by reason of race, color, religion, sex, age, national origin, or physical handicap.

ARTICLE 11 - DRUG FREE WORKPLACE

In accordance with Florida Statutes, §287.087, the Contractor warrants that it is a drug free workplace.

ARTICLE 12 - PUBLIC ENTITY CRIME INFORMATION STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 (\$15,000.00), for a period of 36 months from the date of being placed on the convicted vendor list.

**CITY OF COCOA BEACH
CONTRACT FOR CONTINUING SERVICES FOR MINOR
CONSTRUCTION PROJECTS**

ARTICLE 13 - EXCUSABLE DELAYS

The Contractor shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such causes may include but are not limited to: Acts of God; the City's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. If failure to perform is caused by the failure of the Contractor's subcontractor(s) to perform or make progress, and if such failure arises out of causes reasonably beyond the control of the Contractor and its subcontractor(s) and is without fault or negligence of either of them, the Contractor shall not be deemed to be in default.

ARTICLE 14 - ARREARS

The Contractor shall not pledge the City's credit or make it guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Contractor further warrants and represents that it has no obligation for indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 15 - WARRANTY

The Contractor warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 16- ASSIGNMENT

This Contract may not be assigned without the prior written consent of the City. Any attempt to assign this Contract without prior written consent of the City shall render the Contract null and void with respect to the attempted assignee. The City shall not unreasonably withhold consent provided that the Contractor provides City with information it requires including, but not limited to, a sample contract from the proposed assignee, proposed fee schedule, operating history of the assignee and a contact person representing the assignee. The Contractor shall provide this information at least thirty (30) days prior to the target date for assignment.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Contractor shall deliver to the City for approval and acceptance, and before eligibility for final payment of any amounts due, all documents and materials prepared by and for the City under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the Contractor and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased, under this Contract or at the City's expense shall be and remains its property and may be reproduced and reused at the discretion of the City.

**CITY OF COCOA BEACH
CONTRACT FOR CONTINUING SERVICES FOR MINOR
CONSTRUCTION PROJECTS**

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS (CON'D)

All original notes, designs, drawings, maps, reports, technical papers, and/or other items or data developed by the Contractor in performing under this Contract, along with all copies thereof, shall be prepared exclusively for the City and upon delivery to the City by the Contractor whether at the completion of work, or at any other time, shall become the exclusive property of the City.

No reports, data, programs or other materials produced in whole or in part under this agreement shall be subject to copyright by the Contractor in the United States or in any other country. The City or its assigns shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, for the specific purposes intended, any reports, data, programs or other material prepared under this agreement. All final writings, maps, charts, reports, computer programs, base maps, aerial photography and any other documentation prepared under this agreement, if any, shall become the property of the City after final payment.

ARTICLE 18- INDEPENDENT CONTRACTOR

The Contractor agrees that it is an Independent Contractor with respect to the services provided pursuant to this Contract, and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work; the City's interest is in the results obtained. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

ARTICLE 19 - SUBCONTRACTORS

No part of this Contract shall be sublet without the prior express written approval of the City. If the Contractor shall sublet any portion of this Contract, the Contractor shall be as fully responsible to the City for acts and omissions of a subcontractor, and of persons either directly or indirectly employed by the subcontractor, as the Contractor is for its own acts and omissions and the acts and omissions of persons employed directly or indirectly by the Contractor. The subcontractor is subject to the same contractual provisions as is the Contractor under this Contract, including but not limited to insurance requirements, records maintenance and audit requirements.

ARTICLE 20 - SEVERABILITY

No inspection by the City, nor any payment for or acceptance of the whole or part of the items in this Contract, nor any extension of time, nor any possession taken by the City of the product or services hereunder shall operate as a waiver of (1) any provision of this Contract, (2) the right to have it fully performed, (3) any power herein reserved to the City, or (4) any right to damages under this Contract. No waiver of any breach of this Contract shall be held to be a waiver of any other breach.

**CITY OF COCOA BEACH
CONTRACT FOR CONTINUING SERVICES FOR MINOR
CONSTRUCTION PROJECTS**

ARTICLE 21 - CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract 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 Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 22 - ACCESS AND AUDITS

Intentionally left blank.

ARTICLE 23 - ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the Contractor agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein.

ARTICLE 24 - AMENDMENTS AND MODIFICATIONS

Any cardinal change in the terms and conditions set forth in this Contract must be mutually agreed to by both the City and the Contractor and may be implemented only after this agreement has been amended in writing.

The City reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the City's notification of a contemplated change, the Contractor shall (1) if requested by the City, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the City in writing if the contemplated change shall affect the Contractor's ability to meet the completion dates or schedules of this Contract.

If the City so instructs, in writing, the Contractor shall suspend work on that portion of the work affected by a contemplated change, pending the City's decision to proceed with the change. If the City elects to make the change, the City shall issue a Contract Amendment or Change Order and the Contractor shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

REMAINDER OF PAGE INTENTIONALLY BLANK

**CITY OF COCOA BEACH
CONTRACT FOR CONTINUING SERVICES FOR MINOR
CONSTRUCTION PROJECTS**

ARTICLE 25 - NOTICES

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the City, shall be mailed to:

Original : Wayne Carragino
Assistant to the City
Manager/Project Manager
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, FL 32931

Notices sent to the Contractor shall be mailed to:

Original : Gregori Construction, Inc.
Attn: Mr. Andrew M. Gregori
3071 US Highway 1
Mims, FL 32754

ARTICLE 26 - TERMINATION

This Contract may be terminated by the Contractor upon thirty (30) days prior written notice to the City in the event of substantial failure by the City to perform in accordance with the terms of this Contract through no fault of the Contractor. It may also be terminated by the City with or without cause immediately upon written notice to the Contractor. Unless the Contractor is in breach of this Contract, the Contractor shall be paid for services rendered to the City's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the City, the Contractor shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work and other material related to the terminated work to the City, or approved designee.
- D. Continue and complete all parts of the work that have not been terminated.
- E. The Contractor shall be paid for services actually rendered to the date of the termination.

ARTICLE 27 - EXCLUSIVITY

This is not an exclusive Contract. The City may, at its sole discretion, contract with other entities for work similar to that to be performed by the Contractor hereunder.

**CITY OF COCOA BEACH
CONTRACT FOR CONTINUING SERVICES FOR MINOR
CONSTRUCTION PROJECTS**

ARTICLE 28 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Brevard County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 29 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 30 - UNAUTHORIZED ALIEN WORKERS

The City of Cocoa Beach will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act ("INA"). The CITY shall consider the employment by the contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of this Agreement by the City.

ARTICLE 31 – USE OF E - VERIFY:

The Contractor is required to utilize the U. S. Department of Homeland Security's E-Verify system to verify the employment eligibility of;

- a) All persons employed by the Contractor to perform employment duties within Florida;

And

- b) All persons (including employees of subcontractors) assigned by the Contractor to perform work pursuant to the contract with the City.

The Contractor will be required to provide within thirty (30) days of the effective date of this agreement documentation of enrollment in the E-Verify program. This verification consists of the "edit company profile" page which contains proof of enrollment in the E-Verify program.

Each subcontractor that performs work under this contract must provide its "edit company profile" to the Contractor upon request.

**CITY OF COCOA BEACH
CONTRACT FOR CONTINUING SERVICES FOR MINOR
CONSTRUCTION PROJECTS**

ARTICLE 32- PUBLIC RECORDS

Contractor agrees to conform to Exhibit F.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written:

CITY OF COCOA BEACH

Attest:

By:



Loredana Kalaghchy, MMC
City Clerk
City of Cocoa Beach

Signature:

By:



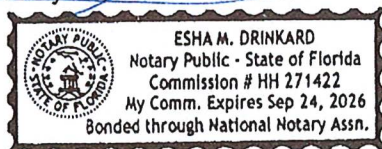
Wayne Carragino
Assistant to the City Manager
City of Cocoa Beach

04-03-23
Date:

04-03-23
Date:

Contractor Signature:

By:


Notary Attest-Contractor
Andrew M. Gregori
Vice President
Gregori Construction, Inc.

3-29-2023

MARCH 29, 2023
Date:

**CITY OF COCOA BEACH
CONTRACT FOR CONTINUING SERVICES FOR MINOR
CONSTRUCTION PROJECTS**

**EXHIBIT A
SCOPE OF SERVICES**

Work Disciplines Checked are Applicable to this Contract

Contractors may apply for more than one discipline.
The boxes checked apply to this contract..

- ☐ Carpentry
- ☒ Concrete Work
- ☐ Overhead Door Work
- ☐ Entry Gates
- ☐ Roofing
- ☒ Demolition
- ☐ Electrical Work
- ☐ Plumbing
- ☐ HVAC
- ☒ Paving
- ☒ Site Work
- ☐ Interior Design and Furnishings
- ☒ Dredging/Waterways Related Work

**CITY OF COCOA BEACH
CONTRACT FOR CONTINUING SERVICES FOR MINOR
CONSTRUCTION PROJECTS**

**EXHIBIT B
SERVICE ORDER**

SERVICE ORDER # _____

CONTRACTOR _____

**DESCRIPTION
of
SERVICES
&
RATES**

LUMP SUM PRICE _____

WORK AUTHORIZED:

ACCEPTED:

City: : _____
Contract Administrator

Contractor: _____
Contract Administrator

Date: _____

Date: _____

WORK COMPLETED:

City's Contract Administrator

Date: _____

Distribution : City; original to Contract Administrator
Contractor; copy

**CITY OF COCOA BEACH
CONTRACT FOR CONTINUING SERVICES FOR MINOR
CONSTRUCTION PROJECTS**

EXHIBIT C

**CITY OF COCOA BEACH, FLORIDA
STANDARD CONTRACT ADDENDUM**

THIS STANDARD CONTRACT ADDENDUM is made and entered into this ____ day of _____, 2023, by and between the CITY OF COCOA BEACH, a Florida municipality, hereinafter referred to as the "City", and _____, hereinafter referred to as "Contractor", concerning that certain agreement entitled _____, dated the ____ day of _____, 2023 ("Agreement").

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor's compliance for Florida's Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency's statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. **Amendment.** This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.

2. **Public Records Compliance.** Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency 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

**CITY OF COCOA BEACH
CONTRACT FOR CONTINUING SERVICES FOR MINOR
CONSTRUCTION PROJECTS**

provided in this chapter or as otherwise provided by law.

- c) (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 contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, 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 contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **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:**

**TEMPORARY CITY HALL
1600 MINUTEMEN CAUSEWAY
COCOA BEACH, FL 32931.
321-868-3286,
CITYCLERK@CITYOFCOCOABEACH.COM**

3. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Brevard County Circuit Court on an expedited basis to enforce the requirements of this section.

4. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by City specified in the Agreement shall not be construed as a waiver of City's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural

**CITY OF COCOA BEACH
CONTRACT FOR CONTINUING SERVICES FOR MINOR
CONSTRUCTION PROJECTS**

requirements set forth therein. Any other purported indemnification by City in the Agreement in derogation hereof shall be void and of no force or effect.

5. E-Verify Compliance. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

6. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), 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(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

7. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Brevard County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

8. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

**CITY OF COCOA BEACH
CONTRACT FOR CONTINUING SERVICES FOR MINOR
CONSTRUCTION PROJECTS**

A. None.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Contractor:

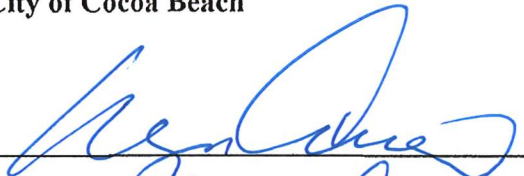


Print Name: ANDREW M. GREGORY

Title: VICE PRESIDENT

Company: GREGORY CONSTRUCTION INC.

City of Cocoa Beach



Print Name: WAYNE CARRAGNO



Bid Proposal

To: City of Cocoa Beach
1600 Minuteman Causeway
Cocoa Beach, FL 32931
ATTN: Mr. Bob Torres, Public Works Director
Phone : 321-863-3219
E-Mail: rtorres@cityofcocoabeach.com

Project: Paving Rehab
CB Causeway, Marion Ln., St. Lucie Ln.

Gregori Construction Inc. (GCI) is pleased to offer the following proposal for the work items listed. Our pricing, inclusions, and terms for this project are as follows:

Work Items Proposed

Description	Quan	Unit	Unit Price	Ext Price
E Cocoa Beach Causeway - MOT to close road to traffic - Demo traffic island @ Ocean Beach Blvd. - Demo and replace 96 FT conc curb, WB lane at Ocean Beach Blvd - Mill 1.50" from asphalt joint to just east of island - Pave milled area w/ 1.5" SP-9.5 - Remove existing crosswalk on Ocean Beach Blvd & realign with new construction - Remove existing stop bar on southbound Ocean Beach Blvd. and reconstruct in alignment with new construction - Temporary and permanent pavement markings (replacing existing in kind)	1	LS	44,000	44,000
Marion Lane - Mill from pavement joint at A1A to west side of valve at CB Surf Shop garage - Pave 1.5" SP-9.5 - MOT to perform this work under live traffic - Temporary and permanent pavement markings (replacing existing in kind)	1	LS	36,000	36,000
St Lucie Lane – Base Repair - Repair roadway base in failure areas by excavating 12", placing 8" compacted aggregate base and 4" asphalt base. Areas to be repaired are as follows: #1 - 10 x 36 #2 - 10 x 12 #3 - 10 x 12 #4 - 10 x 18	1	LS	22,300	22,300

○ #5 - 5 x 5 ○ #6 - 5 x 8 • MOT to perform this work under live traffic				
N Banana River Blvd – Base Repair • Repair roadway base in failure areas by excavating 12", placing 8" compacted aggregate base and 4" asphalt base. Areas to be repaired are as follows: ○ #1 – 15 x 15 • MOT to perform this work under live traffic.	1	LS	3,700.00	3,700.00
St Lucie Lane – Mill & Pave • Mill 1.50" (milling limits will be existing pavement joint near A1A to immediately west of manhole lid at Ocean Beach Blvd. • Pave 1.50" SP-9.5 • MOT to perform this work under live traffic • Temporary and permanent pavement markings (replacing existing in kind)	1	LS	85,700	85,700

Proposal Terms & Conditions

Our proposal and pricing are based on the following terms and conditions:

- Prices shown above include project bonds.
- Compaction testing for base materials is excluded from our proposal.
- Our pricing assumes our ability to move from one project to the next immediately with no downtime between.
- Our pricing does not include any base repairs on Marion Lane.
- Our pricing does not include any concrete curb repairs on St. Lucie Lane.
- This proposal excludes all temporary and permanent pavement markings.

Thank you for the opportunity to provide pricing for this work.

Sincerely,



Andrew M. Gregori, Vice President



Bid Proposal

Offer Date: **March 12, 2024**