



Meeting Agenda
Thursday, October 24, 2024

7:00 PM

REGULAR

Cocoa Beach Country Club
5000 Tom Warriner Blvd.
Cocoa Beach, 32931

WELCOME

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

Packets: Packets are on the City's website (www.cityofcocoa.beach.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 by Pastor Keith Capizzi, Club Zion
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. 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.

D. STAFF REPORTS AND ANNOUNCEMENTS**E. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS****F. CITY COMMISSION REPORTS AND ANNOUNCEMENTS****G. CONSENT AGENDA**

1. Approve the October 3, 2024 Commission Meeting Minutes
Staff Representative: City Clerk's Office
2. Execute Hold Harmless Agreement between Martin Family Revocable Trust and the City of Cocoa Beach
Staff Representative: Brad Kalsow, Water Reclamation and Public Works Director
3. Approve the purchase of a Valve Exercising Trailer utilizing the Florida Sheriffs Association heavy trucks and busses contract FSA 23-VEH-21-RO. Approved budget shows \$85,000. Equipment price came in at \$89,887.72. Contingency funds may be used to cover the overage.
Staff Representative: Brad Kalsow, Water Reclamation and Public Works Director
4. Approve the purchase of 5 rolling steel doors with standard metal finish to be replaced within the Public Works Facility. C&D industrial maintenance is under a continuous service contract with the City and have replaced a few doors for us in the past. Most recently Fire Station 51. Total cost for the 5 doors including installation is \$59,575 and this is a budgeted Item.
Staff Representative: Brad Kalsow, Water Reclamation and Public Works Director
5. Request to approve a Grant Funding Agreement between the CRA and Cocoa Beach Main Street for \$35,000. Budgeted. Previously approved by the CRA Board on 10/24/24.
Staff Representative: Devan Taly, Director of Grants & Special Projects
6. Approve the purchase of a new Bucket Loader from National Equipment Dealers, LLC. utilizing Florida Sheriff's Contract #FSA23-EQU21.0 in the amount of \$175,461.68. Purchase price includes a 102" Grapple Rake attachment to be used for debris pickup during storms. Purchase price also includes a 5 year/10,000 hour full machine warranty. This is a budgeted item.
Staff Representative: Brad Kalsow, Water Reclamation and Public Works Director
7. Request permission to enter contract negotiations with Mead & Hunt for the Inflow and Infiltration Abatement Program Project CB 24-012.
Staff Representative: Devan Taly, Director of Grants & Special Projects, Brad Kalsow, Water Reclamation Director/ Public Works Director
8. Approve the proposal from Garcia Civil Contractors in the amount of \$99,522.58 to perform the Public Works sidewalk extension project between S. Orlando Avenue and S. Atlantic Avenue to coincide with the new FDOT crosswalk locations. Garcia is a continuing service contractor with the City. This is a budgeted item.
Staff Representative: Brad Kalsow, Water Reclamation and Public Works Director

9. Approve the amended 2024 Commission Policies and Procedures to include CivicClerk Agenda Software procedures, and Incorporate the Community Redevelopment Agency meetings into the City Commission Meetings.
Staff Representative: Karin Grooms, City Clerk

H. ITEMS REMOVED FROM THE CONSENT AGENDA

I. UNFINISHED BUSINESS

1. Requesting commission approval to award bid and contract W&J Construction, the highest ranked and most responsive bidder, for the Bicentennial Park Improvements project.
This is a budgeted item.
Total Project Cost - \$3,735,815.60
Staff Representative - Scott Maxim, Project Manager
Recommendation Approve
2. Requesting Commission approval to execute the Construction, Engineering, & Inspection (CEI) Contract with Mead & Hunt for the Bicentennial Park Improvements Project utilizing the Continuing Services Contract between the City & Mead & Hunt.
This is a budgeted item.
Total Cost - \$237,208.00
Staff Representative: Scott Maxim, Project Manager
Recommendation Approve
3. Approve the settlement agreement for McNabb / Dempsey Park.
A settlement of the litigation by the City against Darryl's Docks relating to defects in the McNabb / Dempsey Park Seawall has been reached. Darryl's Docks has agreed to conduct remedial construction of the seawall at Darryl's Docks' sole expense. The remedial construction will be in accordance with plans approved by the City's consulting engineer. Once the remedial work is complete, the lawsuit will be dismissed and releases exchanged.
Staff Representative: Becky Vose, City Attorney
Recommendation Approve

J. NEW BUSINESS

1. Requesting permission from the commission to contract Engineered Cooling Services to replace the Country Club chiller unit under our Continuing Services Agreement.
This item is not budgeted
Total Cost - \$148,940.00
Staff Representative: Brad Kalsow, Water Reclamation & Public Works Director
Recommendation: Approve

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

CITY OF COCOA BEACH, FLORIDA
CITY COMMISSION MINUTES
October 3, 2024

A. MEETING CALLED TO ORDER

1. Pledge of Allegiance
2. Invocation by Keith Capizzi, Pastor, Club Zion Community Church
3. Roll Call

Commission members present:

Keith Capizzi - Mayor seat 1
Jeremy Hutcherson - Vice Mayor seat 5
Joshua Jackson - Commissioner seat 2
Karalyn Woulas - Commissioner seat 3
Skip Williams - Commissioner seat 4

Administrative members present:

Wayne Carragino - City Manager
Becky Vose - City Attorney
Karin Grooms - City Clerk
Michael Bryan - Assistant to the City Clerk
Devan Taly - Project/Grant Coordinator CRA Administrator
Scott Maxim - Project Manager
Morgan Zuhlke - Stormwater Utilities Manager
Brad Kalsow - Water Reclamation Director
Loren Wiltse Principal Planner
Jessica Hope - Deputy Human Resources Director
Ron Munn - IT Manager
Justin Grimes - Fire Chief
Jay Castillo - Chief Building Official
Patrisha Draycott – CFO

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 PRESENTATION

1. Amend the FY25 Annual Budget to remove the \$75k budget item for the Marina Feasibility Study and remove the \$450k Capital budget item for 2026 and any other budget items related to the Marina Project. - Added 9/30/24

Representative: Dave Netterstrom - Cocoa Beach Resident

CITY OF COCOA BEACH, FLORIDA
CITY COMMISSION MINUTES
October 3, 2024

Mr. Dave Netterstrom stated that he has been in the commissioner's position before and showed understanding. He spoke on the Marina and the budget.

Commissioner Williams commented on the 2026 budget and stated that it is not solidified, and it will be up to the next commission to determine that budget.

Mayor Capizzi confirmed that it is not in the budget. He mentioned that the feasibility study is in the budget and that the decision should be the residents voting on the marina.

Commissioner Woulas stated that we should continue with what's in the feasibility study.

Vice Mayor Hutcherson stated there was some confusion with what was in and out of the budget.

Commissioner Williams asked to have more details about the marina contract for the next meeting and added that it could be a great revenue generator.

D. PUBLIC COMMENTS

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Mr. Rick Anderson commented on the marina project and how he is for it and shared concerns about the special presentation and public comment.

Mr. John Dillon mentioned survey vehicles on the beach after the storm regarding sea turtles.

Mr. Keith Capizzi stated his love for Cocoa Beach and for the commission over the years.

E. STAFF REPORTS AND ANNOUNCEMENTS

NO REPORTS

F. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS

NO REPORTS

G. CITY COMMISSION REPORTS AND ANNOUNCEMENTS

Vice Mayor Hutcherson shared images of Cape Canaveral walkways and bike routes for the roads.

Commissioner Williams suggested changes to the stencils on the pathways.

Commissioner Jackson stated that it's easy to do.

Vice Mayor Hutcherson shared a presentation about the deficit and will have more at the next agenda meeting on October 24th.

Commissioner Williams mentioned the NKF surf fest for the weekend.

H. CONSENT AGENDA

CITY OF COCOA BEACH, FLORIDA
CITY COMMISSION MINUTES
October 3, 2024

MOTION BY WILLIAMS/WOULAS
I MOVE TO APPROVE CONSENT AGENDA AS READ
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

1. Approve the September 19th City Commission Minutes
Staff Representative: City Clerk's Office
2. Approve the City Commission Meeting for October 17th, 2024, to be rescheduled to October 24th, 2024, at 7:00 pm. This will give staff time to provide additional agenda items that must be approved before November 1, 2024, for state-funded grants.

Staff Representative: Wayne Carragino

I. ITEMS REMOVED FROM THE CONSENT AGENDA

J. UNFINISHED BUSINESS

1. Permission to contract Central Sand for dredging the 400 Channel under our continuing services agreement.
Budgeted Item
Total Project Cost - \$297,000.00
Staff Representative - Scott Maxim, Project Manager

MOTION BY WILLIAMS/WOULAS
I MOVE TO APPROVE CONSENT AGENDA AS READ
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Mayor Capizzi stated it was a great deal that saved a lot of money.
Mr. Scott Maxim stated that it was going to be \$1.2 million, but they used current contractors out there to help reduce costs. It was budgeted and saved over \$900,000.

K. NEW BUSINESS

1. **Requested Motion/Action:**
Approve First Reading of Ordinance 1689: AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA, AMENDING SECTIONS OF APPENDIX B OF THE COCOA BEACH CODE OF ORDINANCES, LAND DEVELOPMENT CODE; PROVIDING FOR MINIMUM REQUIREMENTS OF THE NATIONAL FLOOD INSURANCE PROGRAM (NIFP); AMENDING ARTICLE IV "DEFINITIONS;" WITHIN CHAPTER I, "PURPOSE AND GENERAL PROVISIONS"; AMENDING Article III "FLOOD DAMAGE PREVENTION" WITHIN CHAPTER VII "STORMWATER MANAGEMENT AND FLOOD CONTROL"; ALL WITHIN THE LDC; INCORPORATING RECITALS; AND PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY; AND EFFECTIVE DATE.

CITY OF COCOA BEACH, FLORIDA
CITY COMMISSION MINUTES
October 3, 2024

Ordinance 1689 is a request to implement changes to the Land Development Code (LDC) Chapter I and Chapter VII. These changes were determined to be necessary to maintain or improve the City's Community Rating System (CRS) Class 8 rating under the National Flood Insurance Program (NFIP). Ordinance 1689 reflects FDEP recommended changes needed to satisfy the prerequisite requirements of the NFIP, and those necessary for the City of Cocoa Beach to maintain or improve its current CRS 8 rating. Without these changes, the city was informed it could be retrograded to a CRS Class 9 rating.

Staff Representative: Loren Wiltse - Principal Planner, John Castillo-Chief Building Official, Randy Stevenson - Development Services Director

MOTION BY WOULAS/JACKSON
I MOVE TO APPROVE CONSENT AGENDA AS READ
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Commissioner Williams stated that the ordinance doesn't state what the changes would be. Between now and the 2nd reading they could reach out to national flood insurance to ask if there would be an increase for citizens.

Mr. Jay Castillo, Chief Building Official, stated that we were at 8 in prior years. The ordinance would change it to a 9 and there could be a 5% or 10% discount.

They discussed the changes of words in the ordinance.

Ms. Becky Vose, City Attorney, stated that changing words is required by the government.

Ms. Vose stated a 3rd reading was not needed if the title of the item did not change.

1. Port Waste Water Agreement Update.
This item was pulled 10/3/24. It has been placed on the 12/5/24 Commission Meeting.

This item was moved to 12/5/24

L. GENERAL PUBLIC COMMENT

Anegla Cobb mentioned an organized trash pickup at 10am on Sunday.

Vice Mayor Hutcherson mentioned the first and second reading of the budget inquired about changes.

M. ADJOURNMENT

The meeting adjourned at 7:40 P.M.

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Water Reclamation /
Brad Kalsow, Director of Water Reclamation

MEETING DATE

October 24, 2024

REQUESTED MOTION/ACTION

Execute Hold Harmless Agreement between Martin Family Revocable Trust and the City of Cocoa Beach

Staff Representative: Brad Kalsow, Water Reclamation and Public Works Director

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

A sewer lift station was installed at 50 Country Club Road without knowledge to City Staff. The permit submitted for this property was for an addition to the home, however nothing was stated about the lift station serving the addition. Upon inspection, the property did have enough slope to install a gravity lateral and the owners were asked to remove the lift station. The owners desire to leave the lift station in place and acknowledge there is certain risk associated with the installation. This Hold Harmless agreement has been prepared by City Attorneys and signed by the owner.

**HOLD HARMLESS AGREEMENT BETWEEN
MARTIN FAMILY REVOCABLE TRUST AND
THE CITY OF COCOA BEACH, FLORIDA**

THIS HOLD HARMLESS AGREEMENT (“Agreement”) is made and entered into on this ____ day of _____, 2024, by and between Martin Family Revocable Trust (“Property Owner”), the owner of the property located at 50 Country Club Rd., Cocoa Beach, Florida 32931 (“Property”), and the City of Cocoa Beach, Florida, a municipal corporation of the State of Florida (“City”).

RECITALS:

WHEREAS, the Property Owner desires to make certain improvements on its Property, which will consist of a lift station (hereinafter the “Pump” or “Improvement”) fully located on the Property, and which will connect to the City-owned sewer line; and

WHEREAS, the Property Owner acknowledges that there is a certain risk associated with the proposed Improvement on the Property, and that installation of such Pump on the Property could result in a backflow onto the Property in the event of a clogage of the City sewer line; and

WHEREAS, despite the risk of potential damage to the Property, the Property Owner desires to install the proposed Pump on the Property; and

WHEREAS, the City agrees to the Improvement on the Property, but wishes to be released from any and all liability related to installation, operation, or failure of the Pump on the Property; and

WHEREAS, the Property Owner agrees to release the City from any and all potential future claims it might have against the City, resulting from the Improvement on the Property.

NOW, THEREFORE, in consideration of the promises, covenants, and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. RECITALS.** The foregoing recitals are true and correct and incorporated herein by reference.
- 2. IMPROVEMENT.** The Property Owner shall install the Improvement on the Property as more specifically outlined in the improvement plan, attached hereto as Exhibit “A.”
- 3. RELEASE AND DISCHARGE.** The Property Owner, hereby fully releases, acquits, and forever discharges the City of Cocoa Beach, Florida, its officers, employees, agents, representatives, and insurers (collectively referred to as the “Released Parties”), from any and all claims, demands, rights, damages, costs, expenses, actions, causes of action, or suits at law or in equity, of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, that the Property Owner has or may have arising from or related in any way to the Improvement.

4. **HOLD HARMLESS.** The Property Owner further agrees to indemnify and hold harmless the Released Parties from and against any and all claims, demands, actions, or causes of action, and any resulting damages, costs, or expenses (including attorney's fees), which may be asserted by the Property Owner or any third party in connection with the Improvement.

5. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, representations, or understandings, whether written or oral. Any modification or amendment to this Agreement must be in writing and signed by all parties.

6. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

7. **VENUE.** A Court of competent jurisdiction in the City of Cocoa Beach, Brevard County, Florida shall have venue over any dispute that may arise over this Agreement.

8. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

9. **MISCELLANEOUS.** This Agreement may be signed in counterparts and electronic copies shall be treated as original.

IN WITNESS WHEREOF, for good and valuable consideration for which the parties hereby acknowledge, the parties hereto have executed this Hold Harmless Agreement as of the day and year first above written.

[THIS SPACE LEFT BLANK INTENTIONALLY]
[SIGNATURE PAGE TO FOLLOW]

MARTIN FAMILY REVOCABLE TRUST

Signature: Margaret R Martin

Print Name: Margaret R Martin

Print Title: Homeowner

Date: October 1, 2024

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1 day of October 2024, by Margaret Martin, who is [] personally known to me or who [☒] has produced FL Driver's License as identification.

Linda Joy Lombardi
Notary Public

Linda Joy Lombardi
Name typed, printed or stamped

My Commission Expires: 8/3/27

[NOTARY SEAL]



LINDA JOY LOMBARDI
Commission # HH 402701
Expires August 3, 2027

[THIS SPACE LEFT BLANK INTENTIONALLY]
[SIGNATURES CONTINUED ON THE NEXT PAGE]

CITY OF COCOA BEACH, FLORIDA,
a municipal corporation of the State of Florida

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this ____ day of _____ 2024, by _____,
who is [☐] personally known to me or who [☐] has produced _____ as
identification.

Notary Public

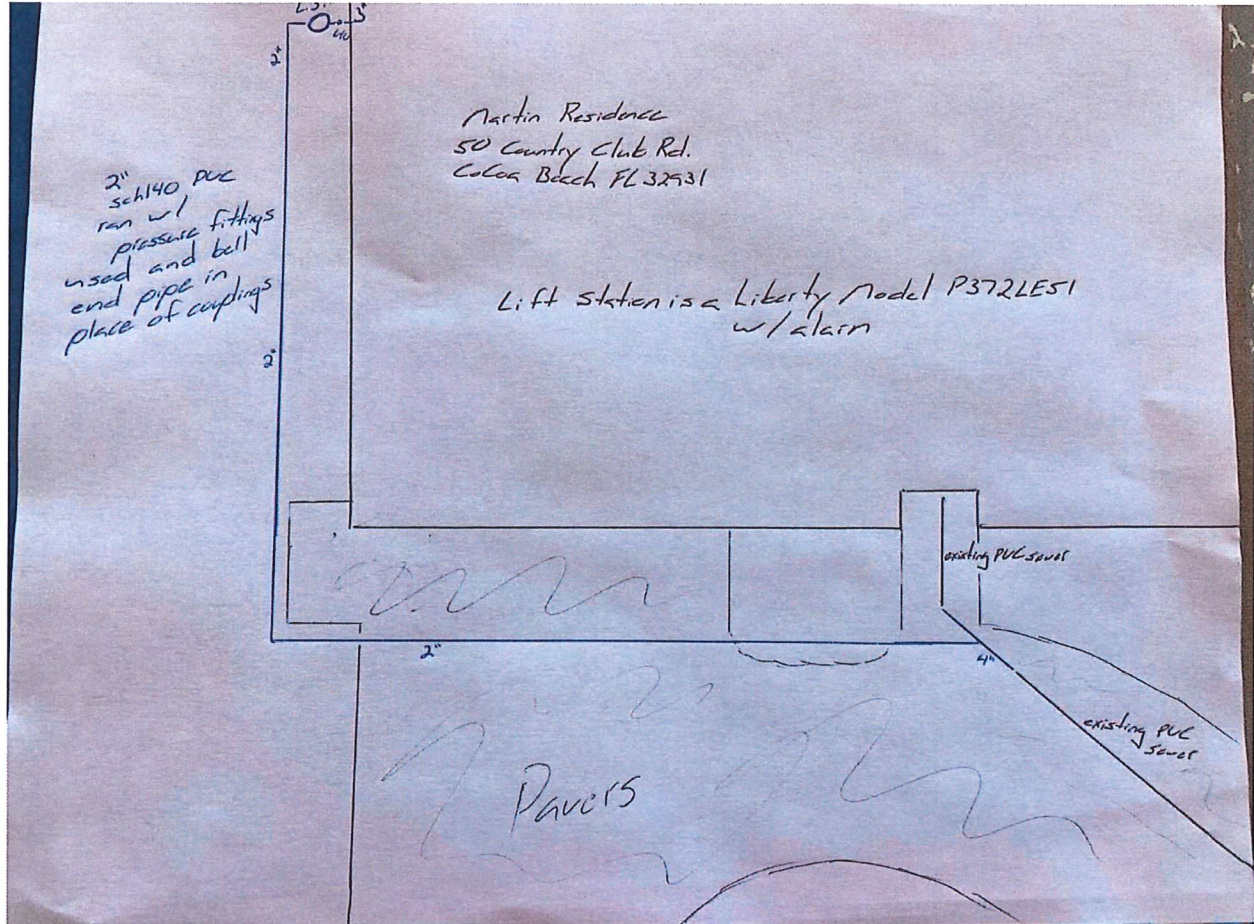
[NOTARY SEAL]

Name typed, printed or stamped

My Commission Expires: _____

EXHIBIT "A"

Improvement Plan



City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Water Reclamation /
Brad Kalsow, Director of Water Reclamation

MEETING DATE

October 24, 2024

REQUESTED MOTION/ACTION

Approve the purchase of a Valve Exercising Trailer utilizing the Florida Sheriffs Association heavy trucks and busses contract FSA 23-VEH-21-RO. Approved budget shows \$85,000. Equipment price came in at \$89,887.72. Contingency funds may be used to cover the overage.

Staff Representative: Brad Kalsow, Water Reclamation and Public Works Director

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

This is a budgeted item

BACKGROUND:

This Valve Exercising Trailer is being purchased for our ongoing efforts to improve our Reclaimed Distribution System (RDS). As part of the Cocoa Beach Reuse Water Main Condition Assessment performed in 2022, it was recommended to place our valves on a regular interval exercise program. Of the 200+ main control shut off valves throughout the City, many were installed during the late 80's and early 90's. Due to the age of the valves it is becoming difficult to operate by hand. Many times, we are unable to completely close the valves to isolate areas when needed. This machine will help with our exercising needs as it monitors the amount of torque being put on the valves and has the ability to slowly break through the tough areas without breaking the stem on the valve. Having the ability to isolate areas of the City to make repairs on our system will give staff much needed advantage and safe time in any repairs. Cocoa Water has this exact same machine and they have the ability to isolate water breaks. Staff has witnessed this first hand and the decision was made to purchase one of these for our fleet. The company has demoed the machine for us on a few valves in the City and it performed to its standards. Our valve exercising program is under development within our Reuse & Compliance Division and this will be a key part to our program.

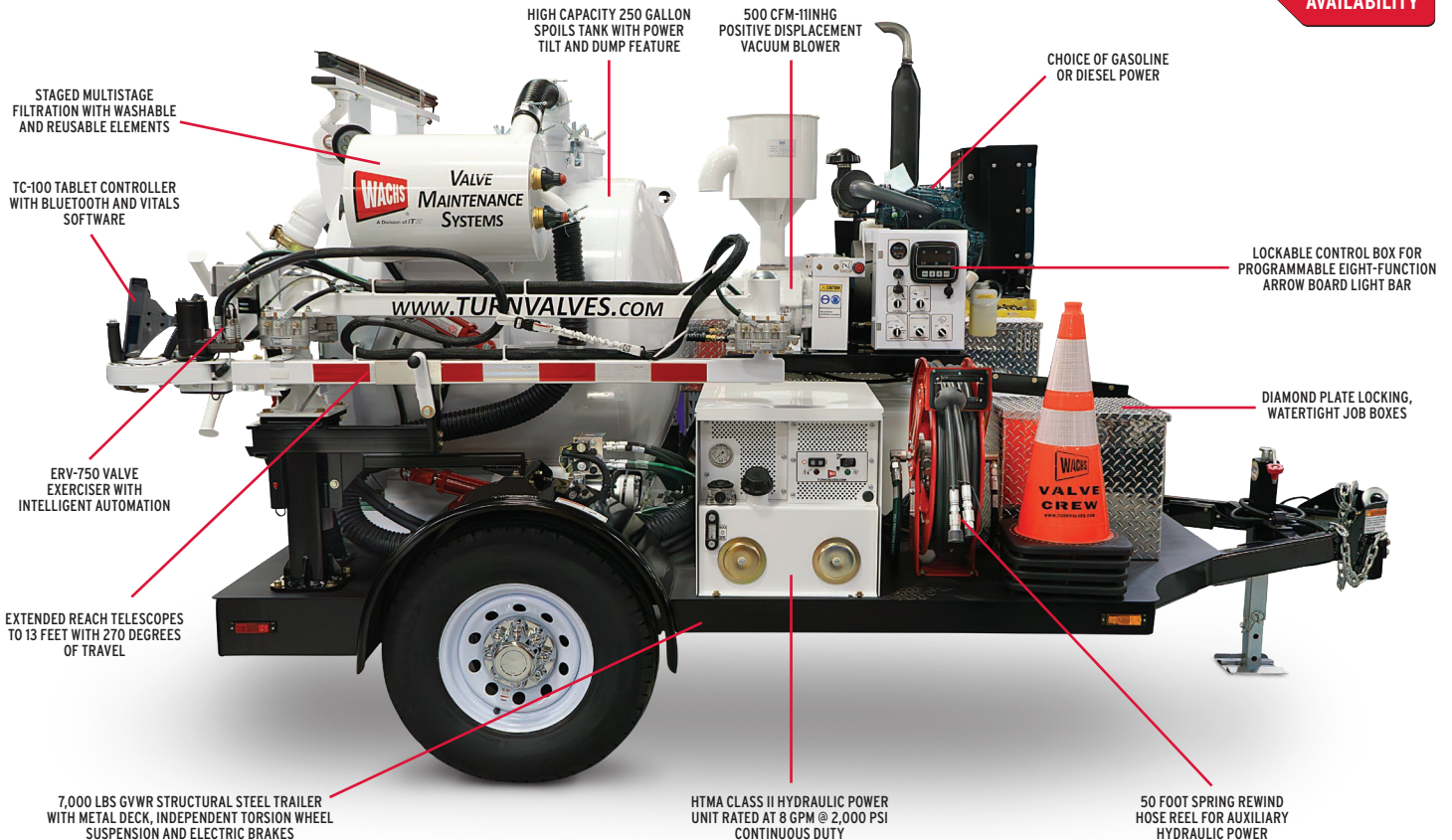
CITY OF COCOA BEACH

Prepared for: CITY OF COCOA BEACH BRAD KALSOW 321-868-3243 bkalsow@cityofcocoa-beach.com		Contract Holder DUVAL FORD Bambi Darr (Work) 904-388-2144 (Fax) 904-387-6816 bambi.darr@duvalmotor.com 405 Lane Avenue North Jacksonville, FL 32254	
		PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL We appreciate your interest and the opportunity to quote. Pricing references the FLORIDA SHERIFFS ASSOCIATION HEAVY TRUCKS AND BUSES CONTRACT FSA 23-VEH-21-RO . If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.	

Labor: Rate/Hr \$100	Parts QTY	Code	Equipment	UNIT PRICE	EXTENDED
	1	ITEM 26	SPEC 26 (F-550 Reg Cab Spec)	\$ -	\$ -
	1				
	1				
	1				
	1	77-000-36	Standard LX (Gas) – VMT (RH); Single turner valve maintenance trailer; includes Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operator for those preventive maintenance activities, telescoping valve key and Wachs ruggedized TC-100 with GPS controller/datalogger. A 27 HP (20 kW) gasoline powered Kohler overhead cam air cooled engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 2,000 PSI (140 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 GPM (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) & 7/8" (22mm) suction wands and one each short and long wash-down guns. The LX package bundles the service light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools & Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger and 24" (61cm) X 18" (46cm) x 18" (46cm) aluminum job box.. Additoinal Freight Charges apply, \$3695 Skid, \$3695 Trailer.	\$ 89,887.72	\$ 89,887.72
	1	79-430-20	Field training - 1 day program. Training topics range from field operation of the mechanical systems like hydro-excavation and Valve operator; to training of computerized controllers and preventive maintenance software like VITALS. Field crews and participants will be shown, in detail, standard procedures for safe and efficient operation and use of valve maintenance tools.	\$ -	\$ -
				\$ -	
0		TOTAL LABOR HOURS			
		Additional Notes			
UNIT COST					\$ 89,887.72
TOTAL QUANTITY					1
TOTAL PURCHASE					\$ 89,887.72

Complete, Portable, Self-Contained Valve Maintenance System

**RENTAL
AVAILABILITY**



**TRUE
HANDS-FREE
VALVE EXERCISING**



**FULLY
ENGINEERED
VALVE MAINTENANCE
SYSTEM**



**UNMATCHED
FUNCTIONALITY &
STORAGE**



Wachs Standard LX VMT trailer is the industry standard for a self-contained, portable system that includes all the tools needed for municipalities and water organizations to complete a valve maintenance program.

The Standard LX trailer comes equipped with our industry-leading ERV-750 extended reach valve exerciser, plus the TC-100 wireless handheld tablet controller/datalogger with GPS and VITALS®. Wachs VITALS software eliminates misdirection and over-torquing of valves, allowing you to set torque limits and record infrastructure details including

location, valve-operating direction, torque applied and more.

Other standard equipment includes a powerful 500CFM-11 inHg vacuum, with a 250 gallon spoils tank that features a hydraulic slide, tilt & dump and power latching rear discharge door. Configured with large, watertight and lockable diamond plate storage boxes, it includes the Valve Box Buddy portable vault cover magnetic lifting tool, making it more versatile than ever. For those preferring a truck mounted system the Standard LX is also available as a VMS valve maintenance skid.



Standard LX comes complete with TC-100 tablet controller with VITALS® software preloaded

Trailer:	7000 lb. (3175 Kg) GVWR single axle trailer, frame structural steel with metal deck, torsion wheel suspension, electric brakes, LED lighting, Pintle hitch w/ safety chains
Gasoline Engine:	27 HP Kohler Command Pro, electronic ignition, v-twin 4 stroke, air cooled
Diesel Engine:	26 HP Kubota Tier 4 compliant, 1.1 liter 4 stroke I-3 liquid cooled IDI
Fuel Tank:	10 gallon (38 liter) DOT approved aluminum tank, formed end caps, fuel gauge
Valve Exerciser:	ERV-750 extended reach, 750 ft-lb articulating arm valve exerciser
Controller:	TC-100 tablet controller and datalogger with VITALS software & Bluetooth
Vacuum:	500 CFM-11 inHg positive displacement vacuum blower
Spoils Tank:	250 gallon (946 liter) tank with hydraulic powered slide, tilt, dump feature
Spoils Handling:	Heavy duty 20 foot x 3 inch diameter flex hose with 3 steel suction wands
Washer System:	High pressure system with 95 gallon (360 liter) fresh water tank
Washer Reel:	50 foot (15.2M) retractable washer hose reel with short and long wands
Washer Pump:	Clutch operated, dual belt drive, 2.5 GPM @ 3,000 PSI
Hydraulic Power Unit:	HTMA Class II circuit, fan cooled heat exchanger, 8 GPM @ 2000 PSI
Hydraulic System:	10 gallon (38 liter) hydraulic reservoir, 50 foot (15.2M) hydraulic hose reel
Light Package:	LED spotlights and programable arrow board with locking control panel
Job Boxes:	Heavy duty, locking, watertight diamond plate aluminum, with gas springs
Cover Lifter:	Valve Box Buddy lifter for removal of cast iron or steel valve box covers



Expanded storage with locking diamond plate watertight job boxes for added security



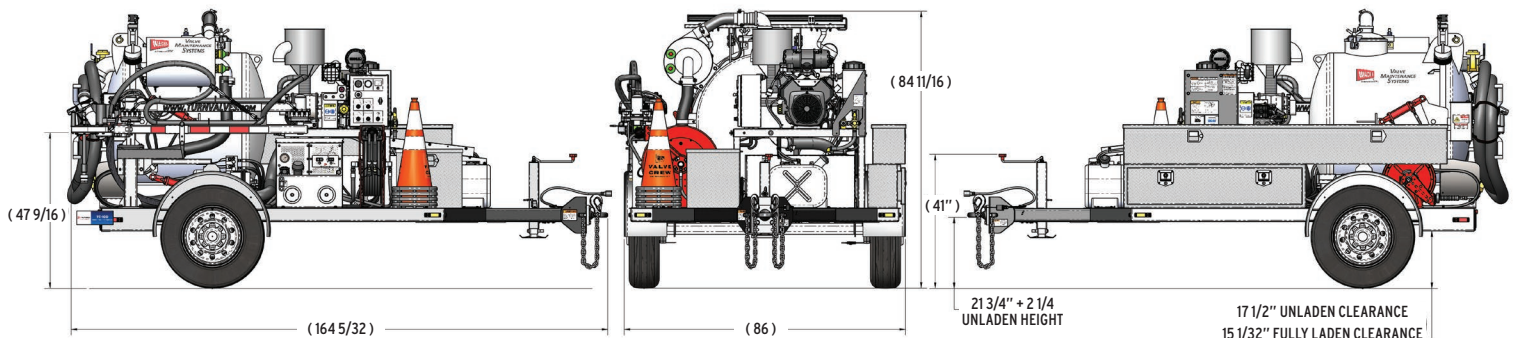
ERV-750 uses unique disk brake system for rigidity, and hydraulic sensors for true hands-free operation



All major systems and operating controls are located curbside for operator safety

OPTIONAL EQUIPMENT

- Additional telescoping valve keys and extensions
- 45 lb. hydraulic breaker and attachments
- Trimble R2 GNSS receiver, with centimeter accuracy
- Valve Nut Rx replacement valve nut kit
- Hydraulic powered dewatering pumps
- Diamond Wire Guillotine pipe saw



City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Public Works /
Brad Kalsow, Director of Water Reclamation

MEETING DATE

October 24, 2024

REQUESTED MOTION/ACTION

Approve the purchase of 5 rolling steel doors with standard metal finish to be replaced within the Public Works Facility. C&D industrial maintenance is under a continuous service contract with the City and have replaced a few doors for us in the past. Most recently Fire Station 51. Total cost for the 5 doors including installation is \$59,575 and this is a budgeted item.

Staff Representative: Brad Kalsow, Water Reclamation and Public Works Director

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

This is a budgeted item.

BACKGROUND:

The Rolling Steel Doors at the Public Works Facility are 24 years old and many of them are hard to operate or get hung up and corroding due the salt air. The doors are subject to heavy use and abuse. Typical life span is 15-30 years depending on the amount of use they receive. The public works department is making an effort to replace 5 doors each year until all are replaced. Existing door operators/motors and photo eyes will be used if in good working condition. Doors will be permitted by the City. Additionally, the public works department is considering a yearly maintenance program for all doors to catch issues earlier and make necessary repairs to keep the doors functioning as they should. \$11,627 have been spent on repairing doors in FY23.



2208 58th Avenue East
Bradenton, FL 34203
(833) 776-5833 / (941) 896-4081
service@cdindmaint.com

Estimate

ESTIMATE#	263581122
DATE	09/05/2024
PO#	

CUSTOMER

City of Cocoa Beach
PO Box 322430
Cocoa Beach FL 32932
(321) 302-2608

SERVICE LOCATION

City of Cocoa Beach
1600 Minutemen Cswy
Cocoa Beach Florida 32931-2010
(321) 302-2608

DESCRIPTION

This estimate is for the removal of five (5) existing 16w X 14h rolling steel doors and install five (5) new 16w X 14h Rolling Steel Service Doors. Existing operators / motors and photo eyes will be used. Doors will be permitted by the city. Doors will have stainless bottom bars. Customer will have the option for stainless steel or standard door curtains / slats. If photo eyes are required, or any must be repaired to pass permitting / inspection, there will be an additional cost to add the photo eyes to the current operators. Contractor will complete a final site walk before ordering the doors.

Estimate- Standard Fi

Description	Qty	Rate	Total
Rolling Steel Door Package - Standard metal finish.	5.00	7,505.00	37,525.00
Door Package Installation	1.00	22,050.00	22,050.00

CUSTOMER MESSAGE

Estimate Total: \$59,575.00

PRE-WORK SIGNATURE

Signed By:

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Manager /
Devan Taly, CRA Administrator

MEETING DATE

October 24, 2024

REQUESTED MOTION/ACTION

Request to approve a Grant Funding Agreement between the CRA and Cocoa Beach Main Street for \$35,000. Budgeted. Previously approved by the CRA Board on 10/24/24.

Staff Representative: Devan Taly, Director of Grants & Special Projects

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

Funds budgeted.

BACKGROUND:

City staff is requesting approval of a Grant Funding Agreement between the CRA and Cocoa Beach Main Street. This grant funding is to assist Cocoa Beach Main Street with community engagement activities that serve the vision, mission, and philosophies of the Downtown Cocoa Beach Community Redevelopment Plan that was adopted in 2012. The funding request amount is \$35,000. These funds are budgeted in the FY2025 budget.

CITY OF COCOA BEACH
COMMUNITY REDEVELOPMENT AGENCY
2024-2025 Grant Funding Agreement

THIS GRANT FUNDING AGREEMENT is made by and between the City of Cocoa Beach Community Redevelopment Agency, 1600 Minutemen Cswy, Cocoa Beach, Florida 32931, hereinafter referred to as the "CRA", and Cocoa Beach Main Street, Inc. a non-profit, tax exempt, 501(c)(3) Florida Corporation, hereinafter referred to as CBMS.

WITNESSETH

WHEREAS, the funding of a Main Street Program is included in the Downtown CRA Redevelopment Plan; and

WHEREAS, the CRA Board finds that this expenditure furthers the purpose of the Community Redevelopment Act and is necessary to carry out the redevelopment program; and

WHEREAS, the CRA and Cocoa Beach Main Street have established mutual goals for the redevelopment of Downtown Cocoa Beach; and

WHEREAS, the CRA and Cocoa Beach Main Street wish to work in harmony in addressing redevelopment plan goals of marketing, promotion of events in Downtown Cocoa Beach; and

WHEREAS, the CRA desires to extend support for Cocoa Beach Main Street in a contractual relationship consistent with the Community Redevelopment Act, as permitted under F.S. 163.370 and F.S. 163.387 to carry out the community redevelopment community engagement goals of the CRA for fiscal year ending September 30, 2025.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. GRANT PROVIDED

- a. The purpose of this grant is for the CRA to implement a Cocoa Beach Main Street Program project as described in Section 2 of this Agreement. The grant funding agreement funds shall be in the amount of \$35,000 (the "funds") has been approved by the CRA to be used in the manner and for the purposes described herein. The grant shall be utilized during the period October 1st, 2024, to September 30th, 2025. The funds shall be disbursed to Cocoa Beach Main Street, at the CRA's discretion, on a lump-sum basis or payable with periodic payments within the program year as determined by CRA staff. The funding will be utilized for the following: Cocoa Beach Main Street Program support that is consistent with the Downtown CRA Redevelopment Plan and the Community Redevelopment Act.
- b. Warranty of Grantee: Cocoa Beach Main Street agrees and warrants to the CRA that the funds shall only be spent for purposes consistent with the CRA, and the Florida Redevelopment Act, Part III, Chapter 163, Florida Statutes.

SECTION 2. OBLIGATIONS OF THE PARTIES

- a) Cocoa Beach Main Street agrees to perform the following services assisting in the physical community engagement efforts of the Downtown Cocoa Beach area consistent with F.S. 163.345, 163.358, 163.370, 163.387, of the Community Redevelopment Act and the objectives outlined within the Downtown CRA Community Redevelopment Plan.

- b) Cocoa Beach Main Street will work with the CRA to promote activities of community engagement within Downtown Cocoa Beach.
- c) Cocoa Beach Main Street shall provide a quarterly program synopsis and financial report to the CRA Board. The final quarterly report shall be submitted in October at the conclusion of the contract and will include the financials for the entire period of the agreement.
- d) In the sole opinion of the CRA, if Cocoa Beach Main Street failed to perform its functions as set forth by this agreement, the CRA will terminate the grant funding provided herein. The CRA Board will also recommend on an annual basis whether to continue funding under an annual agreement or to deny continuation of funding.

SECTION 3. GRANTEE IS AN INDEPENDENT CONTRACTOR

- a) It is specifically understood and agreed to by and between both parties hereto that in utilizing the funds hereunder, performing this agreement, the grant arrangement and relationship between the CRA and Cocoa Beach Main Street is one which Cocoa Beach Main Street is an independent contractor of the CRA and not as an agent, employee, joint venture, or other partner of the CRA. Nothing in this agreement shall be interpreted or construed to constitute the Cocoa Beach Main Street or any of its agents, volunteers, or employees to be the agent, employee, partner or representative of the CRA. Cocoa Beach Main Street shall save and hold the CRA harmless from all suits, claims, or causes of action arising from the conduct of Cocoa Beach Main Street in carrying out the terms of this Grant Funding Agreement, whether the suit, claim, or cause of actions sounds in tort, contract, federal, state, or local law violations or any other action brought against the City for conduct of Cocoa Beach Main Street. Cocoa Beach Main Street shall indemnify the CRA for any losses that the CRA sustains as a result of Cocoa Beach Main Street conduct in performing this Agreement.

SECTION 4. ERRORS IN DISBURSEMENT

GRANTEE expressly understands and agrees that it will immediately reimburse the CRA for any amounts disbursed in error or are in excess of the grant amount permitted by the program.

SECTION 5. MODIFICATION

The covenants, terms, and provisions of this Agreement may be modified by way of the written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms and/or provisions of this agreement and any written Amendments(s) hereto, the provisions of the latest executed instrument shall take precedence. The Grant Funding Agreement may be terminated without cause upon sixty (60) days written notice to the other party and with cause upon thirty (30) days written notice. This Grant Funding Agreement may be renewed annually at the discretion of the CRA Board and following upon the advice and recommendation of the CRA Administrator.

SECTION 6. HEADINGS

All heading of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provision contained in such sections, exhibits, and attachments.

SECTION 7. JOINT AUTHORSHIP

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 8. ANTI-DISCRIMINATION

No discrimination based on race, religion, sex, age, or national origin will be permitted or authorized by CRA and/or the City of Cocoa Beach in connection with any aspect of the Program, the

Project, or this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the _____ day of _____, 2024.

CITY OF COCOA BEACH, FLORIDA
STANDARD CONTRACT ADDENDUM

THIS STANDARD CONTRACT ADDENDUM 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 _____, hereinafter referred to as “Contractor”, concerning that certain agreement dated the ____ day of October, 2024 (“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 287.133 and 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists or convicted vendor list; and

WHEREAS, additional terms consistent with Sections 282.3185(5) and (6) related to data management and Section 287.05701 related to social government and corporate activism are also added by virtue of this Addendum; 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, Section 787.06(13), Florida Statutes provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute;

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 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**

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 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. 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.

6. E-Verify Compliance. By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 448.095, Florida Statutes "Employment Eligibility," as amended from time to time. This includes but is not limited to register with and use the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended and Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to the City as a result of the termination of this Agreement in accordance with this paragraph. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Florida Statutes, 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, Florida Statutes.

7. 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.

8. 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.”

9. 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; and ii) agrees that no actions, suits or proceedings arising out of or relating to this Agreement shall be brought in, or removed to, any Federal Court.

10. 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.

11. Public Entities Crime or Convicted Vendor List. Contractor agrees and assumes a continuous duty to disclose to the City if the Contractor or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.

12. Data Management; Notice of Breach. Contractor shall cooperate with the City and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity level assessment, after-action reports, etc., which the City must report in accordance with Sections 282.3185(5) & (6), Florida Statutes in the event of a data breach.

13. Environmental and Social Government and Corporate Activism. The City has not given preference or requested documentation from the Contractor based on Contractor’s social, political or ideological interest. Contractor agrees to similarly not request documentation or give preference to any subcontractor based on the subcontractor’s social, political or ideological interests.

14. Taxes. The City shall not be liable for any taxes and assessments imposed by a federal, state or local governmental agency to the extent that the City is exempt from same by Florida law, including but not limited to any sales or use tax.

15. No coercion for labor or services. The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

“Coercion” means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person

without lawful authority and against her or his will;

3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;

4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;

5. Causing or threatening to cause financial harm to any person;

6. Enticing or luring any person by fraud or deceit; or

7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

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

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.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing Section 15 above and that the facts stated in it are true.

Contractor:

Print Name: _____

Title: _____

Company: _____

ATTEST:

City of Cocoa Beach, Florida

Karin Grooms, City Clerk

Keith Capizzi, Mayor

APPROVED AS TO FORM

City Attorney

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Water Reclamation /
Brad Kalsow, Director of Water Reclamation

MEETING DATE

October 24, 2024

REQUESTED MOTION/ACTION

Approve the purchase of a new Bucket Loader from National Equipment Dealers, LLC. utilizing Florida Sheriff's Contract #FSA23-EQU21.0 in the amount of \$175,461.68. Purchase price includes a 102" Grapple Rake attachment to be used for debris pickup during storms. Purchase price also includes a 5 year/10,000 hour full machine warranty. This is a budgeted item.

Staff Representative: Brad Kalsow, Water Reclamation and Public Works Director

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

Budgeted

BACKGROUND:

This bucket loader will replace our existing bucket loader from 1993

CUSTOMER:	City of Cocoa Beach	DELIVER TO:	City of Cocoa Beach	DATE:	10/1/2024
CONTACT:	Johnathan Mickler	PICK UP LOCATION:		SALESMAN:	Lee Lassiter
PHONE:	321-514-9397			Expiration:	45 Days
				Lead Time:	In Stock

Thank you for the opportunity to quote the following items.
Please review the quotation and contact us with any questions.

UNIT	QTY.	NEW OR USED	YEAR	MAKE	MODEL	PRICE
5625	1	NEW		Hyundai	HL930A	\$141,148.38
DESCRIPTION & SPECIFICATIONS						
ATTACHMENT/OPTION		2.5yd Bucket (ISO Hookup)				Included
ATTACHMENT/OPTION		ISO Style Hydraulic Quick Coupler				Included
ATTACHMENT/OPTION		102" Grapple Rake (NEW)				\$22,611.24
ATTACHMENT/OPTION						
ATTACHMENT/OPTION						
ATTACHMENT/OPTION						
ATTACHMENT/OPTION						
PM SERVICE AGREEMENT						
STANDARD WARRANTY		3 Year / 3,000 Hour Full Machine				
EXTENDED WARRANTY		5 Year / 10,000 Hour Full Machine				\$11,702.25
		Price Good While Unit Is Still Available				

FOB: Cocoa Beach, FL	CONTRACT #:	FSA23-EQU21.0:Equipment	TOTAL CASH PRICE	\$175,461.86
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*Rates may vary** Based on delivery date & credit approval process*				FINANCE RATE (SUBJECT TO CHANGE!)
FINANCE OPTIONS				Customer must qualify for rate quoted.
MONTH	RATE	PAYMENT EST	PLEASE CHECK & INITIAL	
			☐	
			☐	
			☐	
			☐	

Trade In Equipment - Purchases herby bargains, sells and conveys unit Seller the above described Trade-In Equipment and certifies it to be free and clear of liens, encumbrances, and security interests except to the extend shown below.			I agree to pay all taxes and other charges and settle for the purchase price as follows:	
			1. Total Cash Price	175,461.86
			2. Discount/Rebate/Down Payment	
			3. Unpaid Cash Payment	175,461.86
			4. Sales Tax	7.00%
			5. DOC Fees or Charges	
			6. Total Taxes and Fees	
			7. Cash Due on Delivery	175,461.86
In the event Buyer fails to pay any portion of the amount identified above, Buyer shall be responsible, and must reimburse Seller, for any costs (including litigation costs and attorney's fees) incurred by Seller collecting the outstanding balance. Any past due amounts owing under this Bill of Sale shall accrue interest at 1 1/2 % per month until the entire balance is paid in full				

Order Taken By:	<u>Lee Lassiter</u>	Purchaser Name:	<u>Johnathan Mickler</u>
Seller Signature:	<u>Lee Lassiter</u>	Purchaser Signature:	



City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Manager /
Devan Taly, CRA Administrator

MEETING DATE

October 24, 2024

REQUESTED MOTION/ACTION

Request permission to enter contract negotiations with Mead & Hunt for the Inflow and Infiltration Abatement Program Project CB 24-012.

Staff Representative: Devan Taly, Director of Grants & Special Projects, Brad Kalsow, Water Reclamation Director/ Public Works Director

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

5,000,000 FY2025 Budget- Anticipated Multi-Year Project

BACKGROUND:

The selection committee has selected Mead & Hunt as the highest ranking firm to perform the following services in relation to the State of Florida Department of Environmental Protection Clean Water State Revolving Fund WW050640. The city is receiving 15,024,000 in a 100% principal forgiveness loan through FDEP that includes planning, design, and construction.

The City of Cocoa Beach (City) has a need to rehabilitate the sanitary sewer, laterals and manholes by performing necessary repairs to mitigate the sanitary sewer overflows (SSO) observed during Hurricane Ian. In response to the impacts from Hurricane Ian, the City has put in place a find and fix program and an inflow and infiltration (I&I) Abatement Program. Under these programs the City will be performing condition assessment of 1,049 manholes with the primary goal of identifying the structures requiring repair/rehabilitation, smoke testing of all gravity sewers, night flow isolation to determine extent of CCTV efforts required, and CCTV investigations to identify and locate infiltration sources within the collection system. Documenting the defects will allow for the preparation of an implementation plan to complete the necessary rehabilitation efforts and the ability to prioritize the necessary improvements. Pre and post rehabilitation flow monitoring services may also be requested to quantify I&I reduction and to provide continued monitoring of the collection system.

This Project is intended to meet the following funding criteria and goals:

- Reduce flood or fire damage risk and vulnerability as defined by section 212 of the CWA or any eligible facilities under section 1452 of the SDWA
- Enhance resiliency to rapid hydrologic change or natural disaster as defined by section 212 of the CWA or any eligible facilities under section 1452 of the SDWA

These goals will be met by successfully:

- Identifying floodwater inflow and infiltration with corrective action recommendations for structures, sewers and sewer laterals to locate deficiencies
- Lining and replacement of gravity sewers and sewers laterals
- Inspect and repair of leaking manholes
- Elimination of point source inflow into the collection system
- I&I quantification and reduction
- Eliminate sewage overflow discharged into adjacent waterways within the Indian River Lagoon National Estuary
- Reduce surcharging and subsequent overflows to surface waters.
- Maintain the flow of sewage within the collection system serving impacted residents
- Preserve and protect treatment works structures and equipment in the event of subsequent storms and natural disasters
- Update the City's GIS database for enhancement of the City's asset management program
- Permanent flow monitoring program to be incorporated into the Emergency preparedness, response and recovery plans to track future flows and proactively respond to excess flows within the collection system

-

PROJECT SPECIFIC SCOPE OF SERVICES

-

Generally, the services under the I&I Abatement Program include review of existing data and reports, flow and or level monitoring as needed, planning and implementing of targeted SSES field investigation activities, compiling and analyzing field investigation data, and providing detailed recommendations for improvements to the sanitary sewer system that will repair failing assets and cost-effectively reduce I&I.

The City of Cocoa Beach is seeking a qualified, experienced, and licensed firm (Firm) to develop, implement and manage an I&I Abatement Program. This requires experience and expertise in the following categories: wastewater collection system hydraulics, gravity and pressure flow system modeling, lift station run time analysis, flow monitoring, smoke testing, dye testing, manhole inspections, and CCTV.

The selected Firm will analyze and quantify the extent of I&I in the collection system based on strategic flow monitoring as well as other data such as pump station run time and/or flow data obtained from the SCADA system. This data will then be used to develop a prioritized list of areas/basins for SSES field investigation activities such as CCTV, smoke testing, manhole inspections, and dye testing as necessary and effective. The Firm will be responsible for performing and overseeing all SSES activities, analyzing and compiling results, and developing a cost-effective corrective action plan that includes detailed recommendations for pipe and manhole rehabilitation and replacement as needed. The deliverable shall be a thematic-based report outlining the field plan as well as the results of analyses supporting the recommendations and

AACE Level V cost estimates. The Firm shall support work orders for repairs to the existing sewer system as requested by the City.

The selected Firm will develop, implement and manage the I&I Abatement Program and will provide engineering services consisting of, but not limited to, the following tasks.

Task 1: Perform a detailed review of existing data and reports with the intent of developing a comprehensive SSES Program to include force mains, lift stations, air release valves (ARV) and gravity sewer systems, which will supplement the findings of the priorities included in 2023 Utilities Master Plan and the Phase 1 – SSES Program including, but not limited to:

- Lift Station Run Times
- Historic Rainfall Data
- Historical Groundwater Monitoring (if available)
- Sewer and Manhole Assessment
- Sanitary Sewer Overflows
- Utilities Master Plan
- Population Projections and Demand Estimates
- Historical Sewer Failures

Task 2: Based upon the Task 1 efforts, the Firm shall develop a written Flow Monitoring Plan for areas/basins recommended for further flow monitoring and evaluation, if required. The existing pump station runtime evaluation will also serve to estimate and quantify I&I within the City's collection system by basin to serve as a benchmark for I&I reduction during post rehabilitation monitoring. The Firm will coordinate with the Department of Public Utilities to establish the program limitations based on the available Capital Improvement Program (CIP) budget. The Firm will assist the City with defining/developing public information materials related to the required field activities.

Task 3: Perform field mapping services, as needed, where existing assets are not present, or not reflected accurately, in the City's existing GIS system.

Task 4: Conduct NASSCO MACP compliant manhole inspections in the prioritized basins and identify manholes to repair, reline or replace. The report shall provide cost estimates and proposed schedules for manhole improvements that utilize City Capital Improvement Planning budgets. Assist the City with importing the MACP data into the City's CCTV and GIS software as directed by the City.

Task 5: Perform smoke and dye testing to detect inflow sources into the public and private portions of the sewer system and identify structural defects to repair.

Task 6: Review and provide a detailed summary of existing CCTV Pipeline Assessment and Certification Program (PACP) data performed within the last five years and provide recommendations for additional CCTV and night flow isolations within the prioritized basins.

Task 7: Carry out night-time visual flow isolations/inspections in the prioritized basins to quantify ground water infiltration (GWI) baseflows and locate potential significant groundwater infiltration sources.

Task 8: Firm will perform (subcontracted is preferred to be independent of night flow isolation recommendations) the cleaning and inspection of existing gravity sewer pipelines in prioritized basins in accordance with NASSCO criteria. Develop a summary report and maps of significant defects and recommendations for gravity sewer improvements. The report shall provide cost estimates and proposed schedules for gravity sewer improvements that utilize City Capital Improvement Planning budgets. Assist the City with importing the PACP data into the City's CCTV and GIS software as directed by the City. Lateral CCTV inspections may be required as part of this project. If three or more sewer lateral CCTV inspections are required on a single sewer mainline segment, or in the event that exterior lateral access is unavailable for a lateral, lateral launch inspection equipment will be utilized to complete the inspection. Lateral launch inspection equipment shall be capable of sending an auxiliary CCTV camera into the lateral system via the lateral tap connection within the sewer mainline. CCTV inspection software will be LACP compliant.

Task 9: Develop a detailed flow monitoring program to determine quantities, durations and locations for system monitoring. Perform and oversee flow monitoring in the existing system. Develop and maintain a live digital dashboard displaying an analysis of time series data gathered during the program including, but not limited to, rainfall, dry and wet weather flows, and water surface elevation within the structure. This dashboard shall automatically pull from field sensors to provide real time perspective on the existing collections system.

Task 10: Develop and maintain a digital dashboard of I&I program goals and status, to be updated on a weekly basis using the data and results collected from Tasks 3 through 8. The basis for the dashboard shall be the City's GIS system. The dashboard shall graphically display maps, summary tables and bar charts showing the results and status of field investigations. The dashboard anticipated under this Task shall be prepared in advance of field activities and shall be accessible by the Firm and the City over the life of the program.

Task 11: Produce a comprehensive project report deliverable that documents all data collection and field investigation activities and presents findings and recommendations for wastewater collection system capital improvements, and operation and maintenance (O&M), including a recommended schedule and cost for all proposed improvements. Recommendations shall also be made for any proposed future flow monitoring program with number of meters, locations, meter types, costs and schedules.

Task 12: Review the City's existing codes as they relate to private I&I and investigate the feasibility of, and make recommendations for, a Private I&I program that includes:

- Potential Code changes to strengthen the ability of the City to investigate and enforce removal of Private I&I sources

- Potential private lateral program to provide incentives for residences to inspect and rehabilitate laterals
- Potential program for permitting private collection systems

Task 13: As part of the data delivery and integration into the City's server, software and overall asset management program, the Firm shall work with the City to facilitate the integration of all I&I Program data with the City's existing data management software such as GIS. Additionally, coordinate with City personnel to transfer the dashboard to the City and provide recommendations for ongoing use of the dashboard and how it can be integrated with the GIS to provide a fully dynamic tool. Provide training as necessary to City staff in the use of the dashboard.

Task 14: Design Improvements and On-Call Contractor Solicitation

The City may provide a contingency design allowance to complete final design plans and specifications, and RFP documentation for any improvement alternative(s) developed during this evaluation. This task will also include RFP development support to generate an On-Call Services Contract to identify pre-qualified contractors to perform the necessary construction efforts to implement the design improvements throughout the City's collection and conveyance system.

Firm will develop a preliminary performance specification/pre-qualification bid package for the City to advertise with the goals of generating a prequalified list of sanitary sewer rehabilitation and replacement contractors. The performance specification/pre-qualification to be developed will outline the minimum years of relevant experience required, repair/replacement methods to be utilized, include questions regarding equipment availability and technology limitations, request for lists of previously completed similar projects (with references). After reviewing each contractor submittal, Firm will prepare a recommended contractor bid list for City review.

Minimum Qualifications

-

- The Engineering firm must have at least 10 years of significant experience in the State of Florida along with local/regional staff with expertise in the following categories:
 1. Wastewater collection system hydraulics and modeling
 2. Lift Station run time analyses
 3. Flow monitoring (qualification can be met with subconsultant)
 4. Close Circuit Television (CCTV) field analysis (qualification can be met with subconsultant)
 5. Smoke and dye testing
 6. Manhole inspections
- The successful firm should have an office located within 90 miles of the City, with a minimum of 10 full-time staff members.
- The Prime Engineering Firm must have NASSCO PACP/MACP/LACP certified and trained staff based in FL to support the project needs.

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Public Works /
Brad Kalsow, Director of Water Reclamation

MEETING DATE

October 24, 2024

REQUESTED MOTION/ACTION

Approve the proposal from Garcia Civil Contractors in the amount of \$99,522.58 to perform the Public Works sidewalk extension project between S. Orlando Avenue and S. Atlantic Avenue to coincide with the new FDOT crosswalk locations. Garcia is a continuing service contractor with the City. This is a budgeted item.

Staff Representative: Brad Kalsow, Water Reclamation and Public Works Director

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

FDOT recently installed new crosswalks at various locations along S. Atlantic Avenue and S. Orlando Avenue. The City will connect the crosswalks with new sidewalks along the right of way at the locations that don't currently have sidewalks. Proposal came in above the budget amount, however savings from the Public Works Bay Door replacement project will cover the shortage within the budget.



Proposal

October 4, 2024
Submitted To: City of Cocoa Beach
ATTN: Darryl Bratlie

Project Name: Sidewalks between S. Atlantic and S. Orlando

Scope Narrative:

Garcia Civil Contractors is proposing the following scopes for the installation of new sidewalks along 8th, 13th, and 16th street between S. Atlantic and S. Orlando.

Scope	Unit Measure	Quantity	Unit Price	Total Price
Mobilization	LS	1	\$ 5,000.00	\$ 5,000.00
Clearing & Grubbing	LS	1	\$ 23,551.71	\$ 23,551.71
Maintenance of Traffic	LS	1	\$ 3,987.19	\$ 3,987.19
Removal of Existing Concrete	SY	20	\$ 220.99	\$ 4,419.80
Concrete Sidewalk and Driveways, 4" Thick	SY	510	\$ 73.40	\$ 37,434.00
Mitered End Section, Optional Round, 24" CD	EA	1	\$ 9,967.68	\$ 9,967.68
Detectable Warnings	SF	60	\$ 33.17	\$ 1,990.20
Performance Turf, Bahia	SF	3700	\$ 3.56	\$ 13,172.00

Total Proposal = \$ 99,522.58

Exclusion/Inclusions/Notes:

- All earthwork and Utilities by others.
- QC Testing by others
- Payment Term 15 days from the time of approved invoice.
- Staging Area provided by Prime Contractor.
- MOT by Others
- Pay Applications will reflect actual field quantities vs. plan quantities.
- Survey by Others.
- Permits by Others.
- Proposal does not consider removal or relocation of any fencing or dumpster pads.
- The proposal is valid for 30 days.
- Price Escalation after July 1, 2025
- Proposal considers daytime work hours.

Looking forward to providing our services and working with the Team.

Thank You

Oscar Garcia

Estimating Manager

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Clerk /

MEETING DATE

October 24, 2024

REQUESTED MOTION/ACTION

Approve the amended 2024 Commission Policies and Procedures to include CivicClerk Agenda Software procedures, and Incorporate the Community Redevelopment Agency meetings into the City Commission Meetings.

Staff Representative: Karin Grooms, City Clerk

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

To update the procedures to include new agenda software implemented in 2024. To include a section for CRA business to provide efficiency with meetings.

CITY OF COCOA BEACH **AMENDMENT October 2024**

CITY COMMISSION POLICIES AND PROCEDURES

The City of Cocoa Beach is committed to a democratic, and participatory local government that seeks to involve citizens in all aspects of the decision-making process.

I. MEETINGS, VOTES, ATTENDANCE AND APPEALS

a. Regular Meetings - Regular Meetings of the City Commission are public and official meetings called to conduct business. Dates and times of regular meetings of the City Commission shall be established by ordinance - with at least one (1) regular meeting each month normally at City Hall. Currently regular meetings are held on the first and third Thursdays of each month at 7:00 P.M. (Code references: City Charter Section 2.12 and City Code Section 2-1.)

b. Work Session Meetings (Workshops) - Work Session Meetings also commonly called workshops, are public and informal meetings of the City Commission, convened as needed, to share information and to openly discuss items such as committee reports, proposed planning documents and other items of prospective Commission business, and to reach consensus on agenda items for future regular meetings. Public participation is encouraged. Normally work sessions are scheduled for 6:00 PM on a Tuesday prior to the Regular Thursday night meeting. The meeting room may have an informal setting, such as Round-Shape and U-Shape. (Code reference: City Code Section 2.1.1.)

c. Town Meetings – At the Commission’s wish, the Commission may hold its annual Town Hall Meeting at 6:00 PM. on the first Tuesday in March. Following the Mayor’s presentation of the State of the City Report, members of the public may address the Commission on any topic. The meeting is informal and there are no scheduled topics.

d. Special Meetings - The City Manager or the Commission may call Special Meetings when circumstances arise. Action by the City Commission at a Special Meeting shall be limited to the purpose for which the Special Meeting was called.

e. Organizational Meetings - Organizational meeting will be held following the certification of the election results by the Brevard County Supervisor of Elections. Outgoing Commissioners shall participate in meetings, following the election, and prior to the Organizational Meeting, until the incoming Commissioners are sworn in. This is the format: Outgoing Commissioners offer comments. The Commission will approve the election results. Newly elected officials will then be sworn in. The Commission elects the Vice-Mayor.

f. Quasi-Judicial Hearings - The Commission has adopted Quasi-Judicial Board Action Procedures (Resolution No. 98-03) for actions before it requiring a level of formality. The City Attorney informs the Commission when matters before it are of a quasi-judicial nature and of the procedures required.

g. Commission Actions - The Commission may act by consensus, nomination, motion, resolution, or ordinance.

h. Formal Votes - Formal votes are taken only at regular, special, and quasi-judicial meetings. No action of the Commission is valid or binding unless adopted or approved by the affirmative vote of three or more members of the Commission. In matters in which ordinance or the City Charter requires supermajority or unanimous vote, no action of the Commission is valid or binding unless adopted or approved by the required supermajority or unanimously as the case may be. Each Commissioner must vote on all motions unless a Commissioner declares a conflict of interest, in which case state law applies.

i. Broadcasts - Meetings are broadcast on the Internet and on cable TV, when possible.

j. Minutes – Meeting minutes are posted online.

k. Cancellation of Meetings - Meetings may be canceled by the City Manager, the Mayor, or an affirmative vote of three Commissioners.

l. Meeting Adjournment - A majority Commission vote is required to extend a meeting past 10 P.M.

CITY OF COCOA BEACH

CITY COMMISSION POLICIES AND PROCEDURES

m. Attendance - Commissioners are encouraged to attend all Commission meetings. Participation via phone or other suitable electronic means is accepted, if the absence is unavoidable. A physical quorum of Commission members (three or more) must be present at the meeting, if a Commissioner is voting by phone (Attorney General Opinion [AGO opinion]). Commissioners are asked to complete the "Absence from a Commission Meeting" forms, and submit to the City Manager's Office, when they expect to be absent from the City. This notification allows for confirmation that a quorum would be present at Commission meetings. The Mayor and Vice-Mayor should notify each other when absence from the City is planned. If both the Mayor and Vice-Mayor are not present, the longest standing Commission member shall chair the meeting.

n. Appeals - Pursuant to state law, if a person decides to appeal any decision made by the Commission, they must have a verbatim record of the proceedings, which record includes the testimony and evidence upon which the appeal is to be based. The City does not provide verbatim transcription services. Verbatim recording is the responsibility of the individual planning to appeal.

II. AGENDAS

a. Preparation:

The City Clerk's Office finalizes the agenda for Commission Meetings after items are submitted by staff into CivicClerk. Individual Commissioners may place an item on the agenda by submitting to the City Manager/City Clerk the prescribed agenda-item request form, doing so prior to the agenda deadline.

b. Agenda Items Submitted by the Public -

Members of the public may ask the City Manager or a Commissioner to authorize the placement of their item on the agenda. Authorization does not imply support of the item.

If unsuccessful, a member of the public may raise the issue in a regularly-scheduled City Commission meeting during the time annotated for "public comment", and seek Commission support for bringing it forward in the agenda of a future regular meeting. For agenda items submitted by the public:

- requestors are required to complete an Agenda Request Form, by the agenda deadline, and submit it to the City Manager's office. If applicable, the authorizing Commissioner will be annotated on the form.
- the item would be referenced on the agenda under "Citizens Agenda Item Requests", and the requestor would speak during that part of the agenda. a majority vote of the Commission or, during- meeting authorization by any Commissioner, will require placing the item on the next City Commission agenda.

c. Deadlines

The deadline for submitting an agenda item is 2 P.M. on the Tuesday of the week proceeding (per Section 2-1, City Code).

d. Exceptions

The City Manager may delay an agenda item to provide for appropriate staff reviews (Sec 2-1 City Code).

The City Manager or the City Attorney may reject requests to place an item on an agenda, if the matter is judged prejudicial to the best interest of the City; should either do so, they will notify the Commission in writing of their action and the reasons for it. Agenda items requested during a public meeting by consensus or majority vote of the Commission may not be removed from an agenda, without subsequent approval of the Commission.

e. Agenda Review and Approval

Prior to the public release of the agenda, the City Manager reviews the agenda and may - request changes— Items placed on an agenda by a Commissioner may not be modified or removed from the agenda, except by the submitting Commissioner. Except as just stated, the City Manager may delete items from the Commission agenda before the meeting; if the agenda is amended, the City Manager informs the Commission as soon as possible.

The City Manager review of the agenda includes:

- approving the order of the agenda - item placement
- the ability to reword agenda items, unless it is a Commissioner-submitted item - wording change, only if it does not change the intent or the desired outcome of the item.
- not removing an agenda items that have been submitted by Commissioners
- the ability to add agenda items (a process available to all Commissioners)
- the right to not place items on the agenda, (matters not typically regulated by the City, are not sponsored by a Commissioner, or have no prior approval by the Commission for placement on the agenda.)

The aforesaid shall not give or be construed as authorization for the Mayor or any City Commissioner to be involved in the day-to-day operations of the City or to take any action that is inconsistent with Section 2.09(c) of the City Charter.

CITY OF COCOA BEACH

CITY COMMISSION POLICIES AND PROCEDURES

f. Distribution

All agenda items will be on the CivicClerk program available by Friday afternoon. By Friday evening, the City Clerk makes the agenda packet available to the general public by suitable means. The City Clerk also makes supplemental documentation on agenda items available to the public in the same way by 9 A.M. the day of the meeting.

g. Approval of the Agenda - Agenda Changes During a Meeting -

When the agenda is presented for approval in a meeting, the Commission may amend the Order of Business by majority vote by moving, deleting and adding agenda items. Documentation associated with a new agenda item is distributed as soon as it is available. Items added to the agenda, at the meeting, can be discussed, action can be taken or the item can be postponed to the next meeting.

h. Unbudgeted Funds -

Any non-emergency requests to expend unbudgeted funds exceeding fifteen thousand dollars must be published in a Commission agenda available for public review at least 24 hours prior to a Commission vote.

i. Citizen Engagement -

Citizens wishing to know more about an agenda item, including an item on the consent agenda, are encouraged to contact a Commissioner or the City Manager before the meeting for an explanation. The citizen may request that the Commissioner or City Manager move an item from the consent agenda, if that seems appropriate, which the Commissioner or City Manager may or may not choose to do.

j. Order of Business

- Meeting called to order
- Invocation
- Pledge of allegiance
- Roll call
- Ceremonial activities, including presentation of honors
- Approval of the agenda
- Special presentations (Special Presentations Citizens and Commissioners may request time to make a special presentation, using the normal procedure for scheduling an agenda item. Special presentations are to be limited to 15 minutes; the Commission may extend the time by majority vote. Commission actions flowing from a special presentation may be scheduled as future agenda items. Special presentations to one per meeting.)
- General public comment (30 minutes maximum allowed for public comments at this place in the agenda)
- Citizens Agenda Item Requests
- Staff reports and announcements
- City Attorney reports and announcements
- Commissioner reports and announcements
- Community Redevelopment Agency (Temporarily adjourn Commission Meeting, Convene CRA meeting, Conduct CRA Business, Reconvene the Commission Meeting)
- Consent agenda
- Site plan consent agenda
- Items removed from the consent agendas
- Unfinished business
- New business
- General public comment (only if not accommodated in the 30-minute time period earlier)
- Adjourn

CITY OF COCOA BEACH

CITY COMMISSION POLICIES AND PROCEDURES

k. Agenda Item Procedures

- City Attorney reads the agenda item in its entirety including whether it is budgeted, reference to the City Strategic Plan and item representatives
- The City Manager or designee describes the item, if needed
- Motion to act on the item -(If no second, the chair moves to the next agenda item)
- Staff comments
- Commission discussion
- Chair opens discussion to comments from citizens
- Chair closes citizen comments
- Commission comments
- Vote

l. Consent Agenda Items

- Minutes approval
- Proclamations (unless subject of a Special Presentation)
- Budgeted items approval
- Waivers such as for business licenses, sign permits, etc., as permitted by City Code
- Minor events, which, in the City Manager's opinion, do not significantly impact the service delivery capacity of the City
- Resolutions

m. Consent Agenda Procedures

- The City Attorney reads the consent agenda items.
- On non-standard items, the Mayor and or City Manager may briefly explain the item being approved.
- A single motion serves for approval of all items on the consent agenda.
- Commissioners and staff members may remove items from the consent agenda for discussion, the action taken at the time when the meeting's agenda is being approved. Prior to the start of the meeting, members of the public may request of one or more Commissioners that they remove an item from the consent agenda and present them justification for removal.
- The Site Plan Consent Agenda may include items such as site plans in excess of 1,000 square feet and development waivers.

n. Items removed from the Consent Agenda

- Chair will call on the requestor who removed the item from the Consent Agenda
- The requestor provides specific questions, so that additional information/clarification may be provided.
- Commission Vote

o. Work Session Agenda

- Call to Order
- Public Comment
- Unfinished Business
- New Business
- Staff Reports and Announcements
- Commission Reports and Announcements
- Adjournment

III. PROCEDURES FOR ADDRESSING THE COMMISSION

a. The Public's Right to be Heard

Members of the public are to be given a reasonable opportunity to be heard on propositions before the Commission.

CITY OF COCOA BEACH

CITY COMMISSION POLICIES AND PROCEDURES

b. Emergencies and Quasi-judicial Meetings

The following procedures do not apply in an emergency situation affecting public health, welfare, or safety if compliance would cause unreasonable delay in the ability of the Commission to act. They also do not apply in quasi-judicial meetings in which other provisions of the law are in force.

c. Speaker cards

Each Person wishing to address the Commission at a meeting should complete a speaker card and submit it to the City Clerk in time to be recognized by the Chair during the time set aside for public comments and for citizens comments on the agenda items. This to obtain the spelling of the speaker's name and contact information **for purposes of the meeting minutes** and for follow-up and to provide for efficient administration of the meeting.

d. Protocol at Work Sessions and Town Hall meetings

The Chair may relax protocol in work sessions and town hall meeting and allow more informality.

e. Orderly Conduct and Decorum

The Chair is charged with maintaining orderly conduct and proper decorum at the city meetings and may remove a member of the public, if that person becomes unruly. **Before someone is removed from a meeting, he or she must be asked to stop their improper behavior, and if it is not promptly stopped, the person can be removed.** Commission members may request the Mayor to enforce the rules of decorum, upon a motion and a majority vote.

Interruption of meeting

Persons demonstrating disruptive behavior at meetings or violating established rules of order will be called to order by the Mayor. If the conduct continues, the Mayor may call a recess, request the removal of such person(s) from the Commission chambers, adjourn the meeting, or take other action as permitted by law.

Defining Disorder and Disruption

Disorder: A speaker who is disorderly at a meeting may be removed upon a finding by the Mayor that such disorder causes a "disruption". Forms of disorder include refusal to confine the speech to the subject matter being addressed; refusal to conform to time limits on speaking; and demeanor and conduct that disrupts the meeting.

The Mayor can advise the speaker of alternative methods of presenting points of view, such as leaving a written transcript of the speech for the record; mailing/emailing the speech to the Commission; and/or appearing at future meetings to discuss the subject.

Disruption: Defined as conduct that violates general or specifically-established rules of order and disrupts the meeting. Examples include, but are not limited to: violent or tumultuous conduct threatening the safety of others; conduct creating danger to property; provoking or engaging in a fight; use of words that may threaten or outrage others; not speaking on the subject matter being addressed and refusing to do so when requested; using obscene, profane, or vulgar language; making personal, impertinent, slanderous remarks or becoming boisterous.

Sergeant At Arms

Members of the Cocoa Beach police department act as the Sergeant At Arms at Commission meetings, and carry out orders given by the Mayor for the purpose of maintaining the meeting decorum.

Removal from meeting

A speaker may not be removed merely because the content of the speech is not politically pleasing or acceptable.

Upon a motion and majority vote by the Commission to enforce the rules of decorum, and the Mayor's instructions, the Sergeant At Arms shall escort and/or remove persons who disrupt the meeting. The Sergeant At Arms should attempt to calm the person and explain the law on trespass and Florida Statutes Section 871.01 (Disturbing Schools and Religious and Other Assemblies). If the person refuses or resists removal, they may be placed under arrest.

Re-entry to meeting

The length of time a removed person must remain outside a meeting, or whether they may re-enter during the same meeting shall be decided by a majority vote of the Commission.

CITY OF COCOA BEACH

CITY COMMISSION POLICIES AND PROCEDURES

f. Speaker Comments

When recognized by the Chair, speakers approach the podium, state their name and address, and make their comments pertinent to the subject at hand. Comments are to be directed to the Commission through the Chair. Should the Chair or a majority of the Commission deem that a response is called for, the Chair then recognizes the appropriate person for response.

g. Limits

When speaking on an agenda item, speakers must confine comments to that item. In any regular meeting, speakers will be allowed to address the commission only once on any agenda item and only once in general public comments, unless additional time is granted by the Commission. The speaker is not allowed to engage in debate. The time limit for each citizen speaking is three minutes. The Chair may extend the speaking time an additional three minutes. The Commission must approve by majority vote any extension of an individual's speaking time beyond six minutes. The City Clerk will time speakers.

h. Courtesy

Speakers, Commissioners included, are to confine comments to the matter at hand, to act with courtesy, and to avoid negative comments of a personal nature targeted at any person or group.

i. Group Speakers

At meetings in which a large number of individuals wish to be heard, the Chair may require that each faction designate a speaker to represent its views rather than all members of the group speaking. The Chair may give the groups time to organize.

j. General Public Comments

General public comment are scheduled as shown in the Order of Business, the rules above apply.

k. Handouts

Handouts, if any, are to be emailed to the City Clerk the day before meeting by 2 pm or provided at the meeting with at least ten copies.

IV. PARLIAMENTARY AUTHORITY/PARLIAMENTARY POLICY

a. Robert's Rules of Order

Newly Revised, 12th Edition governs the conduct of the meeting. The Chair shall conduct meetings in an impartial and business-like manner. But, no action of the Commission is to be deemed invalid or otherwise unlawful for failure to strictly comply with Robert's Rules of Order. To the extent of any conflict between rules or policies adopted by the City Commission and Robert's Rules of Order, the Commission-adopted rules or policies govern.

b. Parliamentary Rights of Commissioners

Every Commissioner has a right to raise a question of procedure, a point of order, or of privilege to the Chair and have the Chair rule on the procedure, point of order, or of privilege. Any member of the Commission may appeal a ruling of the Chair to the entire Commission, which can override the Chair's ruling with a majority vote.

c. Changes to City Commission Policies and Procedures

These Policies and Procedures remain in force until changed by the Commission. Changes may be made by majority vote of the Commission at any regular meeting. The City Clerk will maintain the current copy.

V. OATHS

Newly Elected Officials shall be sworn in at the first Meeting, following the certification of the final election results by the City Commission. The State of Florida Constitution, Article II, Section 5, oath will be used for swearing in:

"I do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and Government of the United States, and of the State of Florida and the Charter and Code of the City of Cocoa Beach; that I am duly qualified to hold office under the Constitution of the state; and that I will well and faithfully perform the duties of (title of office) on which I am now about to enter. So help me God."

CITY OF COCOA BEACH

CITY COMMISSION POLICIES AND PROCEDURES

VI. FORMS

- a. Agenda Request Form: A form to be completed to place an item on the Commission's Agenda.
- b. Speaker's Card: A form should be completed prior to the introduction of an agenda item, to be submitted to the City Clerk at a meeting, for the Mayor to recognize a speaker.

Revised 1/23/97, 2/20/97, 3/7/97, 2/5/98, 5/7/98, 7/9/98, 1/7/99, 2/4/99, 2/03/00, 2/15/01, 4/18/02, 2/11/03, 5/01/03, 03/04/04, 8/19/04, 2/22/05, 12/15/05, 01-17-07, 01-17-08, 01-15-09, 01-21-10, 12-02-10, 01-19-12, 02-16-12, 01-17-13, 10-03-13, 01-16-14, 01-07-14, 02-05-15, 01-22-16; 01-19-17, 02-01-18, 01-07-21; 01-20-22

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Manager /
Scott Maxim, Project Manager

MEETING DATE

October 24, 2024

REQUESTED MOTION/ACTION

Requesting commission approval to award bid and contract W&J Construction, the highest ranked and most responsive bidder, for the Bicentennial Park Improvements project.

This is a budgeted item.

Total Project Cost - \$3,735,815.60

Staff Representative - Scott Maxim, Project Manager

Recommendation Approve

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

This is for improvements to Bicentennial Park that include an increase in elevation and an exfiltration field to eliminate flooding and help manage storm water, a new boat ramp, redesigned parking to better facilitate the flow of traffic, and a restroom facility.

The original budget for this project was \$3,300,000.00 funded by 3 different grant programs - F.I.N.D. Waterways Assistance Grant (\$750,000.00), FDEP Water Restoration Assistance Grant (\$1,250,000.00), & ARPA (\$1,300,000.00).

The highest ranked and most responsive bidder, W&J Construction, came in at \$435,815.60 over the original budget. We came in under budget on the 400 Channel Dredge Project by \$921,573.00, and will be able to reallocate those funds for the Bicentennial Park project to make up the additional cost.

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Manager /

MEETING DATE

October 24, 2024

REQUESTED MOTION/ACTION

Requesting Commission approval to execute the Construction, Engineering, & Inspection (CEI) Contract with Mead & Hunt for the Bicentennial Park Improvements Project utilizing the Continuing Services Contract between the City & Mead & Hunt.

This is a budgeted item.

Total Cost - \$237,208.00

Staff Representative: Scott Maxim, Project Manager

Recommendation Approve

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

Mead & Hunt provided engineering, permitting, and bidding assistance for this project. Mead & Hunt's oversight of this project through the Construction, Engineering, and Inspection Services Contract will provide assurance that the project is done according to the proper specifications.

These project management services are grant funded through FDEP for this project.

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Clerk /
Becky Vose, City Attorney

MEETING DATE

October 24, 2024

REQUESTED MOTION/ACTION

Approve the settlement agreement for McNabb / Dempsey Park.

A settlement of the litigation by the City against Darryl's Docks relating to defects in the McNabb / Dempsey Park Seawall has been reached. Darryl's Docks has agreed to conduct remedial construction of the seawall at Darryl's Docks' sole expense. The remedial construction will be in accordance with plans approved by the City's consulting engineer. Once the remedial work is complete, the lawsuit will be dismissed and releases exchanged.

Staff Representative: Becky Vose, City Attorney

Recommendation Approve

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

SETTLEMENT AGREEMENT

This **SETTLEMENT AGREEMENT** (hereinafter “Settlement Agreement”) is entered into this ____ day of _____, 2024 (“Effective Date”), by and between the Plaintiff, CITY OF COCOA BEACH, FLORIDA, a Florida municipal corporation (hereinafter “CITY”), and the Defendant, DARRELL’S DOCKS, INC., a Florida corporation (hereinafter “DARRELL’S DOCKS” or “Contractor”) (collectively the “Parties”).

WHEREAS, the CITY owns certain real property located at 500 McNabb Parkway, Cocoa Beach, Florida (“Subject Property”) and operates the Subject Property as a public park where members of the public are free to access the Subject Property; and

WHEREAS, on or about March 27, 2017, CITY entered into that certain City of Cocoa Beach Contract Agreement CB 16-005 Dempsey Park Seawall with DARRELL’S DOCKS for the design and construction of a concrete seawall and seawall cap at the Subject Property (“Construction Contract”); and

WHEREAS, on January 12, 2023, the CITY filed a Complaint for damages asserting Violation of Building Code, Negligence, Breach of Contract, Breach of Express Warranty, and Breach of Implied Warranty against DARRELL’S DOCKS in the 18th Judicial Circuit in and for Brevard County, Florida (*City of Cocoa Beach v. Darrell’s Docks, Inc.*, Case No. 05-2023-CA-011596) (“Lawsuit”) wherein the CITY maintained that in performing the work specified under the Construction Contract, DARRELL’S DOCKS failed to adequately plan, design, develop and construct the seawall and seawall cap; and

WHEREAS, the Parties wish to resolve the Lawsuit upon the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements further set forth below, the CITY and DARRELL’S DOCKS agree to be legally bound as follows:

1. **RECITALS.** The above recitals are true and correct and are incorporated herein by reference.

2. **REMEDIAL CONSTRUCTION.** DARRELL’S DOCKS, at its own cost and expense, shall commence, perform, and prosecute diligently to completion the repairs and construction at the Subject Property (“Remedial Construction”) as described in the Seawall Stabilization Scope of Work set forth in **Exhibit “A”**, attached hereto and incorporated herein by reference (“Stabilization Scope of Work”). DARRELL’S DOCKS warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. At least five (5) business days prior to commencing the Remedial Construction, DARRELL’S DOCKS shall notify the CITY of the anticipated start date of the Remedial Construction via certified mail and by email transmission.

3. **INCORPORATION OF CONSTRUCTION CONTRACT TERMS.** Articles 7 through 24 of that certain City of Cocoa Beach Contract Agreement CB 16-005 Dempsey Park Seawall, as set forth in **Exhibit “B”** attached hereto (“Construction Contract”), are incorporated

herein by reference and shall apply to and govern the performance of the Remedial Construction described herein. In the event there is a conflict between the terms of this Settlement Agreement and any of the incorporated terms in the Construction Contract, the terms of this Settlement Agreement shall prevail.

4. PERMITS, USE AND TESTING OF CONCRETE, ENGINEERING OVERSIGHT, PERFORMANCE, INSPECTION, AND COMPLETION. The following terms shall govern the performance of the Remedial Construction:

A. PERMITS. DARRELL'S DOCKS, at its own cost and expense, shall obtain all permits necessary for the Remedial Construction, including City of Cocoa Beach Building Permit(s). Nothing in this Settlement Agreement shall be construed so as to require the CITY to issue Building Permit(s) or other permit(s) if the CITY is not otherwise required to issue such permit(s) under applicable law.

B. USE AND TESTING OF CONCRETE. In performing the Remedial Construction as described herein, DARRELL'S DOCKS shall use only concrete which tests at or above a compression strength of 4000 psi. Prior to commencing the Remedial Construction, DARRELL'S DOCKS shall provide to the CITY, via certified mail and email transmission, copies of any sales receipts, order tickets, or other documentation from the concrete vendor which specifies the compression strength of the concrete to be used in the Remedial Construction. At least forty-eight (48) hours prior to 9:00 a.m. on the date of installation or pouring of any concrete at the Subject Property, DARRELL'S DOCKS shall notify the CITY via email transmission of the anticipated date or dates on which concrete will be poured at the Subject Property. Under no circumstances shall DARRELL'S DOCKS install or pour any concrete at the Subject Property without prior notice to the CITY as described in this paragraph. On the date that any concrete is poured or installed at the Subject Property in connection with the Remedial Construction, the CITY may, at its option, and at its own expense, obtain six (6) test cylinders of the concrete to be poured or installed in order to test the compression strength of such concrete ("Compression Testing"). The CITY may perform Compression Testing on any new concrete to be installed at the Subject Property. The CITY shall provide at least twenty-four (24) hours' notice, in writing, via email transmission, to DARRELL'S DOCKS of its intent to collect and test the concrete to be poured. Notwithstanding anything to the contrary contained herein, DARRELL'S DOCKS shall not install any concrete at the Subject Property without the performance of Compression Testing by the CITY unless DARRELL'S DOCKS is notified by the CITY in writing, via email transmission, prior to the date of installation, that the CITY does not intend to enforce its right to conduct Compression Testing of the concrete on the date of installation. In the event that any concrete is poured at the Subject Property without prior notice to the CITY as described in this paragraph, the CITY shall have the right to require the replacement of such concrete at DARRELL'S DOCKS' sole expense.

C. ENGINEERING OVERSIGHT. DARRELL'S DOCKS shall, at its own expense, supply qualified engineering oversight to ensure that the Remedial Construction is performed to the highest professional standards in the field and as described in the Stabilization Scope of Work. In providing the engineering oversight, DARRELL'S DOCKS shall ensure that Melissa Lomax, PE, of Beachside Engineering, LLC, visits the Subject Property for at least four

hours per every seven days during the period when the Remedial Construction is being performed. In the event that Melissa Lomax, PE, becomes unavailable to perform the engineering oversight as described herein, the CITY shall have the right to designate a licensed Professional Engineer to perform the engineering oversight, which designation shall be within the CITY's sole discretion, and all Engineering Oversight services provided by such Professional Engineer shall be paid for by DARRELL'S DOCKS.

D. PERFORMANCE AND INSPECTION. Upon complete performance of the Remedial Construction as described herein, DARRELL'S DOCKS shall provide the CITY with written notice of such performance. Within forty-five (45) days after receipt of the written notice, the CITY shall inspect the Subject Property to determine whether the Remedial Construction was fully performed and completed in a satisfactory and workmanlike manner in accordance with the Stabilization Scope of Work, and shall provide DARRELL'S DOCKS with written notice of such determination. While such determination shall be within the CITY's sole discretion, approval and certification of the work performed shall not be unreasonably withheld. As used in this paragraph, the CITY's "inspection" may include the sampling and testing of the concrete used in the Remedial Construction to determine its compression strength, which testing may be conducted by the CITY numerous times during the 45-day inspection period. If the CITY determines that the Remedial Construction was not fully performed and completed in a satisfactory and workmanlike manner in accordance with the Stabilization Scope of Work, the CITY shall include in the written notice a description of the defects or deficiencies observed in the Remedial Construction. Within thirty (30) days after receipt of written notice from the CITY, DARRELL'S DOCKS shall remediate any defects or deficiencies described by the CITY and shall provide the CITY with written notice of the performance of such remediation. The Parties shall continue in the manner described above, and DARRELL'S DOCKS shall continue repairing any defects or deficiencies observed in the Remedial Construction upon written notice from the CITY, until such time as the CITY provides DARRELL'S DOCKS with written notice confirming that the Remedial Construction was fully performed and completed in a satisfactory and workmanlike manner in accordance with the Stabilization Scope of Work. Should the Parties be unable to reach a consensus as to whether the work was so performed, the Parties shall mutually agree and appoint an independent third-party licensed Professional Engineer to shall inspect the Subject Property and make an independent determination whether the Remedial Construction is in compliance with the Stabilization Scope of Work. The cost of this third-party licensed Professional Engineer shall be split equally between the Parties.

E. COMPLETION. The Parties agree that the Remedial Construction will not be deemed "fully performed and complete" until the date on which DARRELL'S DOCKS receives written notice from the CITY confirming that the Remedial Construction was fully performed and completed in a satisfactory and workmanlike manner in accordance with the Stabilization Scope of Work. If DARRELL'S DOCKS fails to fully perform and complete the Remedial Construction as described herein within three hundred sixty-five (365) days after the Effective Date of this Settlement Agreement, then DARRELL'S DOCKS shall be in default of its obligations under this Settlement Agreement. Nothing in this Settlement Agreement shall be construed so as to require the CITY to provide DARRELL'S DOCKS with written notice confirming that the Remedial Construction was fully performed and completed in a satisfactory and workmanlike manner if the CITY finds and determines that the Remedial Construction was

not fully performed and completed in a satisfactory and workmanlike manner in accordance with the Stabilization Scope of Work, which determination shall be within the CITY's sole discretion.

5. **EXISTING INFRASTRUCTURE AND VEGETATION.** DARRELL'S DOCKS shall be liable for any damage or remediation of any existing infrastructure or vegetation (including grass) that occurs as a result of the Remedial Construction.

6. **USE OF SUBCONTRACTORS AND EXECUTION OF CONSTRUCTION LIEN AFFIDAVITS.** DARRELL'S DOCKS shall not engage any contractors or subcontractors to assist with performing any portion of the Remedial Construction described herein. Prior to engaging any materialmen to provide materials to be used in the Remedial Construction, DARRELL'S DOCKS shall ensure that all such materialmen execute a construction lien affidavit ("Construction Lien Affidavit") in the form set forth as **Exhibit "C"** attached hereto. Within five (5) days after the date on which any Construction Lien Affidavit is executed, DARRELL'S DOCKS shall provide a copy of the executed Construction Lien Affidavit to the CITY via certified mail and by email transmission.

7. **DISMISSAL OF ACTION AND EXCHANGE OF RELEASES.** Within five (5) days after the date on which DARRELL'S DOCKS receives written notice from the CITY confirming that the Remedial Construction was fully performed and completed in a satisfactory and workmanlike manner in accordance with the Stabilization Scope of Work, DARRELL'S DOCKS shall execute a Release in the form set forth as **Exhibit "D"** attached hereto, and mail the original executed copy of the Release to the CITY via certified mail. Within five (5) days after receipt of the original executed copy of the Release from DARRELL'S DOCKS, the CITY shall (i) execute a Release in the form set forth as **Exhibit "E"** attached hereto and mail the original executed copy of the Release to DARRELL'S DOCKS via certified mail, and (ii) dismiss the pending Lawsuit with prejudice.

8. **NOTICES.** All notices required in this Settlement Agreement shall be sent as follows:

Notices to the CITY shall be mailed and e-mailed to:

Original: Wayne Carragino
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, Florida 32932-2430
wcarragino@cityofcocoa-beach.com

Copies: Morgan Zuhlke
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, Florida 32932-2430
morgan.zuhlke@cityofcocoa-beach.com

Gretchen R.H. Vose, Esq.
324 W. Morse Blvd.
Winter Park, Florida 32789
bvose@voselaw.com

Notices to DARRELL'S DOCKS shall be mailed and e-mailed to:

Original: Darrell's Docks, Inc. Copies: Eric Stockel, Esq.

342 N. Orlando Ave.
Cocoa Beach, Florida 32930
darrellsdocks1@aol.com

750 Park of Commerce Blvd, Suite 301
Boca Raton, Florida 33487
EStockel@sbsb-eastham.coim

9. **AUTHORITY.** The signatories to this Settlement Agreement are expressly authorized to resolve their dispute as set forth herein and by their signatures here represent and affirm their authority to execute this Settlement Agreement.

10. **GOVERNING LAW AND REMEDIES.** The laws of the State of Florida shall apply to this Settlement Agreement. The Parties hereby waive the right to a trial by jury in any action, proceeding, or counterclaim brought or filed by either of them against the other relating to this Settlement Agreement. Any dispute regarding this Settlement Agreement shall be litigated exclusively in the state courts of Brevard County, Florida. The Parties expressly consent to such agreed jurisdiction and venue and waive any objections thereto. No remedy herein 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 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.

11. **MODIFICATION.** The terms of this Settlement Agreement may only be modified by a writing signed by the Parties expressly stating that such modification is intended. No portion of this Settlement Agreement may be modified through any course of dealing between the Parties, and each Party expressly waives the right to assert that this Settlement Agreement has been modified through any course of dealing.

12. **ADDITIONAL TERMS.** The Parties agree that the following additional terms shall apply to and govern this Settlement Agreement:

A. The Parties have mutually drafted this Settlement Agreement, and to the extent that there are any ambiguities or uncertainties contained herein, they will not be construed for or against any Party hereto as the drafter of the Settlement Agreement.

B. The Parties acknowledge the contested and adversarial nature of the disputes and disagreements described in the recitals of this Settlement Agreement and stipulate that in executing this Settlement Agreement, they are not relying on any representation by any other Party or its agents, representatives, or attorneys with regard to (1) the subject matter or effect of this Settlement Agreement, or (2) any facts or issues which might be deemed material to the decision to enter into this Settlement Agreement, other than as specifically set forth in this Settlement Agreement.

C. This Settlement Agreement may be executed in counterparts, each of this shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Settlement Agreement may be delivered by facsimile or electronic transmission in PDF or substantially equivalent format of signed counterparts. Facsimile or electronic signatures will be treated in all respects as having the same effect as an original signature.

D. If any litigation, legal action, or other proceeding is brought by either Party against the other for the enforcement of this Settlement Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Settlement Agreement, then the prevailing Party to such litigation, legal action, or other proceeding shall be entitled to recover reasonable attorney's fees, court costs, and any other expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in the litigation, legal action, or other proceeding, in addition to any other relief to which such Party may be entitled.

E. If any part of this Settlement Agreement is adjudicated invalid, unenforceable, or illegal by a court of competent jurisdiction, such adjudication shall not affect or impair, in whole or in part, the validity, enforceability, or legality of any remaining portions of this Settlement Agreement. All remaining portions shall remain in full force and effect as if the original Settlement Agreement had been executed without the invalidated, unenforceable, or illegal part.

F. This Settlement Agreement shall be binding upon each of the Parties and upon their respective heirs, administrators, representatives, executors, successors, and assigns, and shall inure to the benefit of each Party and to its respective heirs, administrators, representatives, executors, successors, and assigns.

G. The Parties acknowledge that this Settlement Agreement is executed voluntarily by each of them, without duress or undue influence on the part of, or on behalf of, any of them. The Parties further acknowledge that they, or each of them, have had the opportunity for representation in the negotiation for, and in the performance of, this Settlement Agreement by competent legal counsel of their choice and that they are fully aware of the contents and their legal effect.

H. Headings are given to the sections and subsections of this Settlement Agreement solely as a convenience to facilitate reference. The Parties agree that such headings shall not be deemed in any way material or relevant to the construction or interpretation of this Settlement Agreement or any provision thereof. Whenever the words "include", "includes", or "including" are used in this Settlement Agreement, such words shall be deemed to be followed by the words "but not limited to". The term "or" is not exclusive.

I. The Parties acknowledge that this Settlement Agreement constitutes the entire agreement between them regarding the settlement of their dispute and any prior statements, whether oral or written, are merged herein.

WHEREFORE, this Settlement Agreement is entered into as of the date set forth above.

[THIS SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON FOLLOWING PAGES]

ATTEST:

CITY OF COCOA BEACH, FLORIDA

Karin Grooms, City Clerk
City of Cocoa Beach, Florida
Date: _____

By: _____
Keith Capizzi, Mayor
Cocoa Beach City Commission
Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of either ☐ personal presence or ☐ online notarization this _____ day of _____, 2024, by _____. He/she ☐ is personally known to me or ☐ has produced _____ as identification.

[Notary Seal]

Notary Public, State of Florida
Print Name: _____
My Commission Expires: _____

DARRELL'S DOCKS, INC.

Signature of Witness # 1

Print or type name

Signature of Witness #2

Print or type name

By: _____
Print Name: _____
Title: _____
Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of either ☐ personal presence or ☐ online notarization this _____ day of _____, 2024, by _____. He/she ☐ is personally known to me or ☐ has produced _____ as identification.

[Notary Seal]

Notary Public, State of Florida
Print Name: _____
My Commission Expires: _____

Seawall Stabilization Dempsey Park

Existing Seawall
Cocoa Beach, FL

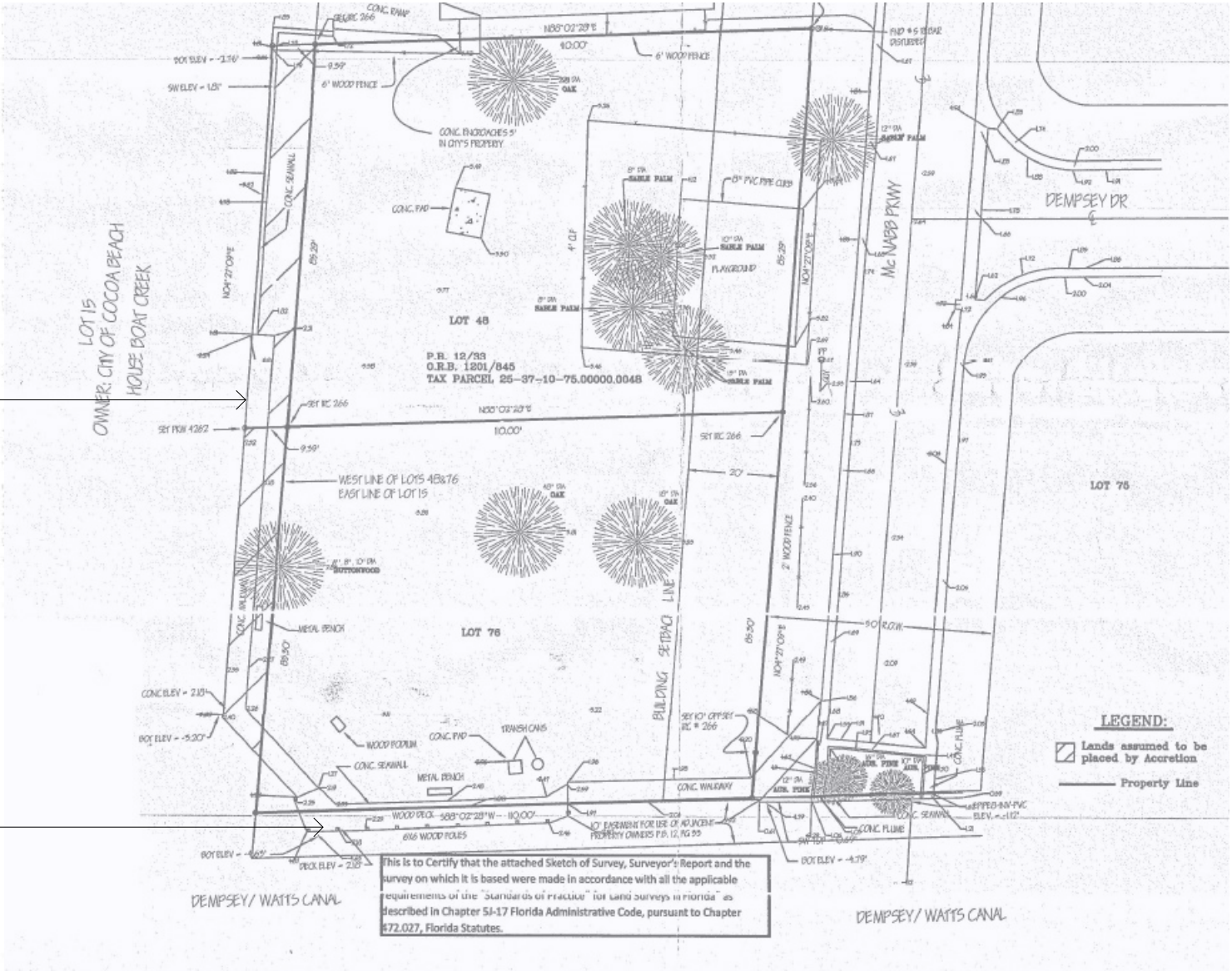
Contents:

- G1: Cover
- S1: Seawall Layout
- S2: Seawall Layout cont'd



Existing Seawall
West Face

Existing Seawall
South Face ~150'



FOR
Darrells Docks, Inc.
Dempsey Park/McNab Blvd.
Cocoa Beach, FL 32931

PROJECT
Seawall Stabilization

ISSUE FOR PERMIT

ISSUE
11.07.23

REVISED
N/A

COVER

G₁

Snip from Survey
Salmon, Robert - Survey 01.30.17 NTS

This structure is intended to meet or exceed Florida Building Code, 7th Ed. and the current edition of ASCE7.

PROJECT NOTES

1.
- General Project Scope: Beachside Engineering's Scope of Work is to design an option to stabilize the existing seawall. The design of the existing seawall is beyond this scope and in no way does the Engineer take any responsibility for that design.
2.
- Install 150 linear feet of waler on south face and spade anchors as detailed. Then repair reinforced concrete cap at areas of excessive cracking per field Engineer. Do not leave seawall cap unsupported more than 20'-0" during repairs. 3" coverage on all rebar is required. There is approximately 77 linear feet of concrete repair needed on the South seawall cap.
3.
- Existing ~350 seawall is showing signs of cracking of the existing concrete cap. Beachside Engineering (BEL) is basing all calculations on the South face as the water is reportedly deeper on this face.
4.
- Reference Documents:

Existing Structures Engineering Report dated April 12, 2022, Rev 1

Darrell's Docks Material Invoices

Darrell's Docks Permit Application
5.
- Project Assumptions based upon reference information and contractor discussion:

9'-0" water depth, 3'-0" Depth to Waterline

14' panel - South Face (Evidence of purchase in Material Invoices)

3/4" Tie-Back Rods (Evidence of purchase in Material Invoices)

10'-0" Tie-Back Spacing (average Per ESE report)

FIELD GENERAL NOTES

1.
- All fasteners and fittings shall be corrosion resistant (stainless steel when available). Use 316 or 304 stainless steel screws for fasteners where available.
2.
- Contractor to verify all dimensions and field conditions. All materials shall be new and without blemishes.
3.
- Follow all manufacturer requirements for installation including MantaRay and Creative Composites Group. If this design conflicts with any manufacturer recommendations, use the more stringent requirement or clarify with engineer.
4.
- The structural integrity of the completed structure depends upon the interaction of various connected components. Provide adequate bracing, shoring, and other temporary supports as required to safely complete work.
5.
- General Contractor and subcontractors must be currently licensed in the state of Florida and fully capable for their particular trade. Liability insurance shall be current and maintained during project duration.
6.
- Contractor is ultimately responsible for the success of the project. Engineer is not on-site and does not confirm field conditions nor perform inspections during construction. Best practices shall always be followed and the intent of these documents is to include all necessary items for the completion of the work. Water depths were provided by contractor.
7.
- Turbidity barrier to be maintained in good condition and remain in place during entire project.
8.
- All wood shall be chromated copper arsenate (CCA) pressure treated with retention values sufficient for intended use:

a) Above ground	0.25
b) Soil or fresh water contact (non-structural)	0.40
c) Soil or fresh water contact (structural)	0.60
d) Piles - soil or fresh water contact (structural)	0.80
e) Salt water contact	2.5

Cut Square Shoulders 6" beyond cracked area per field Engineer and DO NOT CUT REBAR

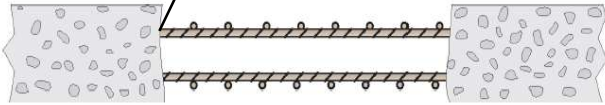


Fig. 5.2: Full depth repair, slab or wall, section

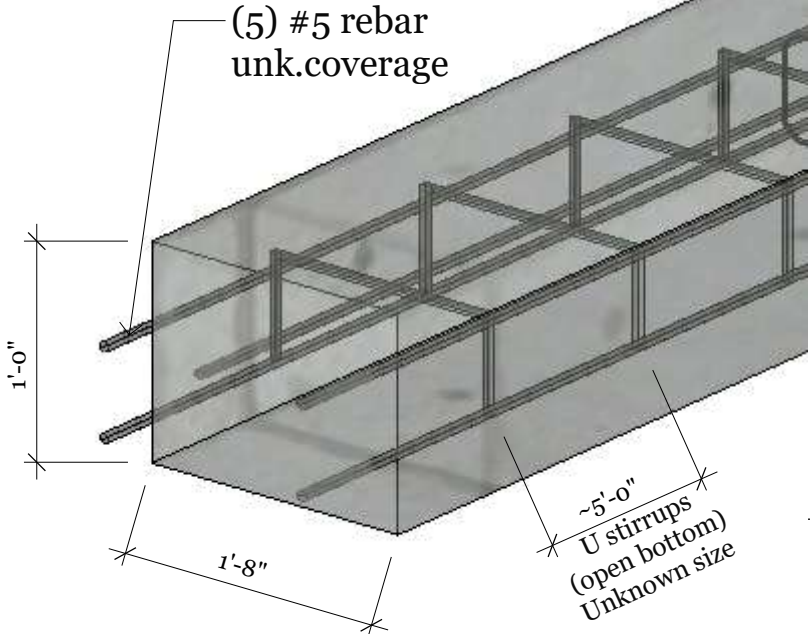
Replace U Stirrups in repair areas w/#3 on 12" centers

REPLACE:
Concrete Cap where cracked

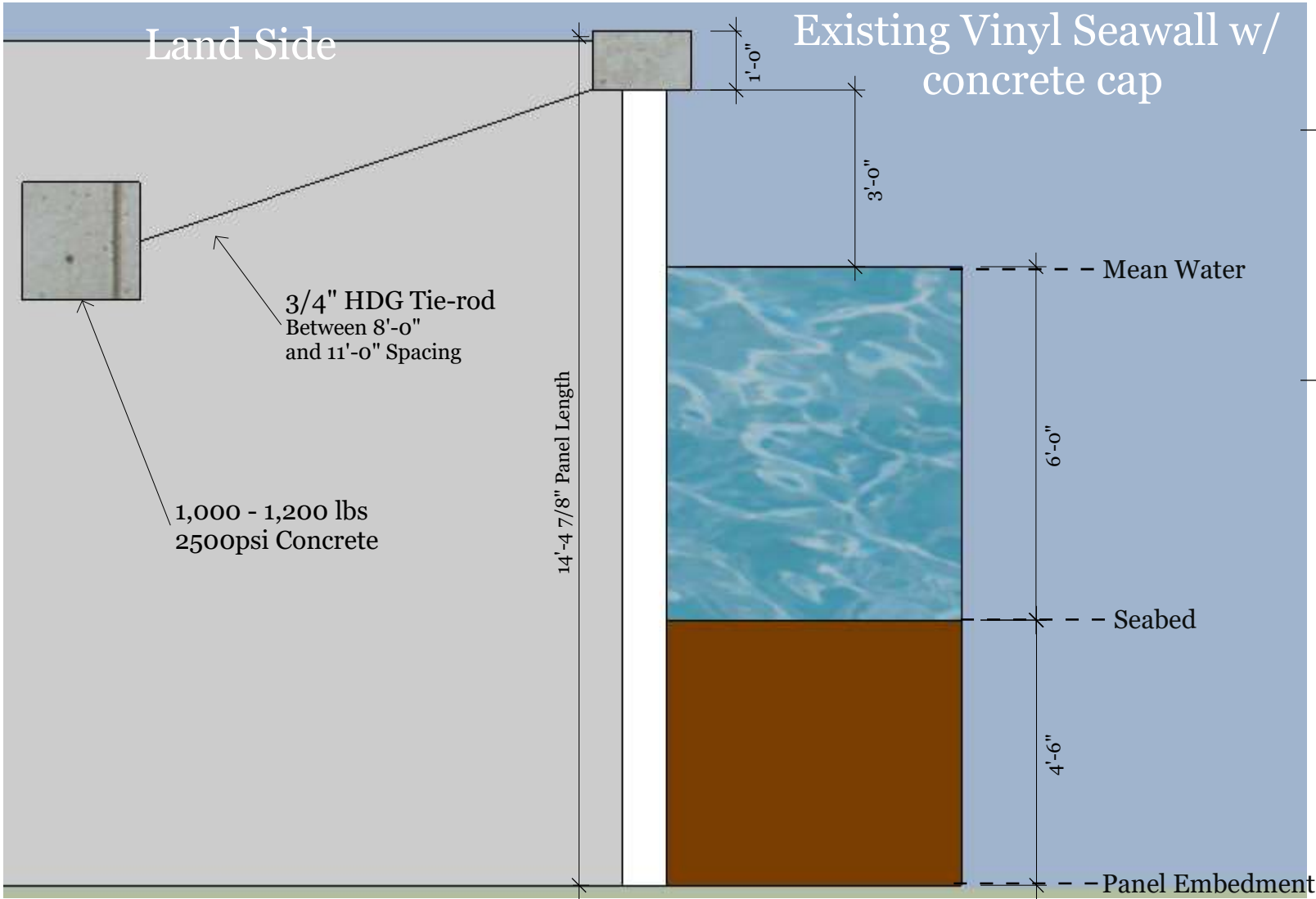
Stagger repairs so that wall remains supported
If Cracked areas are 10'-0" on center, repair every other,
let cure 7 days then repair remaining. Use 4000psi concrete.

3" min. Coverage over rebar

Ref: ICRI 310.1R



Existing
Concrete Cap



Existing Seawall - Section View { South Face}



Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

FOR
Darrells Docks, Inc.
Dempsey Park/McNab Blvd.
Cocoa Beach, FL 32931

PROJECT
Seawall Stabilization

ISSUE FOR PERMIT

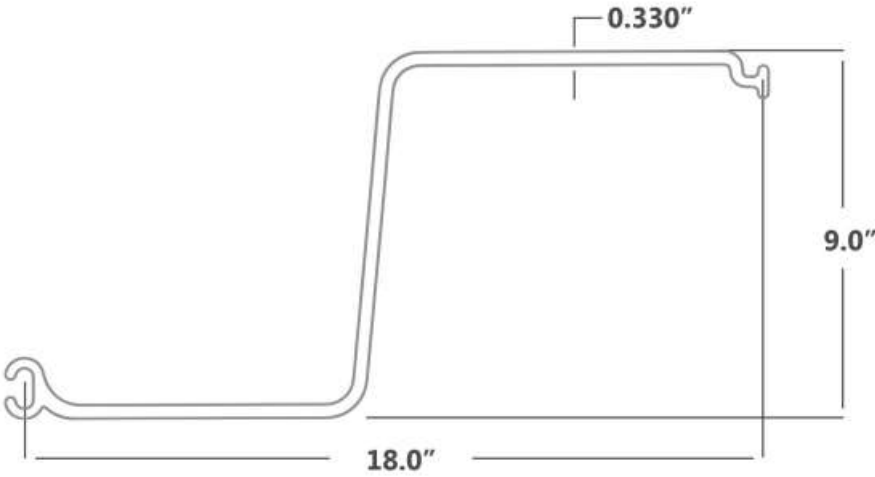
ISSUE
11.07.23

REVISED
N/A

SEAWALL
LAYOUT

S₁

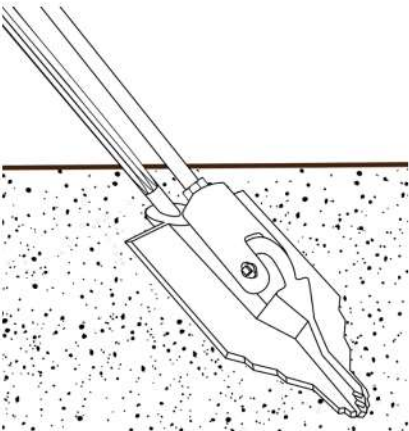
VANGUARD STANDARD



Constituent Material		PVC, Exterior Grade Ridid only	PVC, Exterior Grade Ridid only
Section Width (W)		18 inches	457 mm
Section Depth (D)		9 inches	229 mm
Section Thickness (T)		.330 inches	8.38 mm
Moment of Inertia		87.93 in4/ft	12,008 cm4/m
Section Modulus		19.54 in3/ft	1,050 cm3/m
Ultimate Moment		10,584 ft-lbs/ft	4,860 kg-m/m
Allowable Moment		5,292 ft-lbs/ft	2,430 kg-m/m
Tensile Strength	ASTM-D638	6,500 lbs/in2	44.8 Mpa
Flexural Strength	ASTM-D790	10,200 Psi	70.3 Mpa
Modulus of Elasticity	STM-D790	380,000 Psi	2,620 Mpa
Notched Izod Impact	ASTM-D256	13.75 lbs/in	2.46 kg/cm
Heat Deflection Temperature	ASTM-D648	158 degrees F	70 degrees C

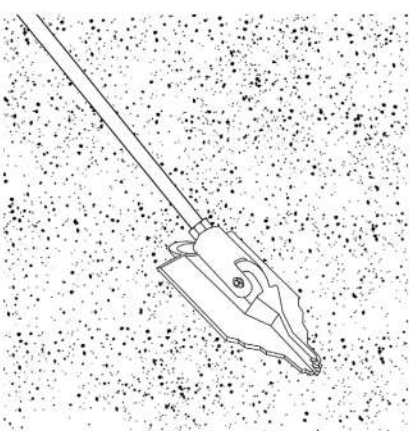
Vanguard Vinyl Panel engineering by others

SOIL CONDITIONS
ENGINEER HAS NOT BEEN ON SITE NOR HAS RECEIVED ANY SOIL INFORMATION OR REPORTS. IT IS ASSUMED THE SOIL CONDITIONS ARE CONSIDERED NORMAL AND NO PROBLEMATIC SOILS (INCLUDING BUT NOT LIMITED TO MUCK) ARE PRESENT. OWNER IS RESPONSIBLE FOR ANY KNOWN OR UNKNOWN SOIL CONDITIONS AND ANY SOIL BORINGS DEEMED NECESSARY. NOTIFY ENGINEER IMMEDIATELY OF ANY UNUSUAL SITE SUB-SURFACE CONDITION WHICH VARIES FROM TEST BORINGS, SUCH AS DIFFERENT SOILS ENCOUNTERED, SEEPAGE OR PRESENCE OF WATER, OR WHEN THERE IS A CONCERN REGARDING BEARING CAPACITY OR IF IT HAS NOT BEEN ATTAINED. DEWATER EXCAVATIONS BEFORE PLACING CONCRETE. REMOVE & DISPOSE OF ALL ORGANIC & UNSATISFACTORY SOIL. BACKFILL SHALL BE FREE DRAINING AND RESTRICTED TO GW, GP, SW, OR SP PER ASTM D2487. COMPACT ALL BACKFILL MATERIAL TO 90% OF MAX DENSITY PER ASTM D698. CONTRACTOR IS RESPONSIBLE FOR DESIGN, INSTALLATION & FINAL CLEARANCE OF TEMPORARY BRACING. A CERTIFIED TESTING LAB SHALL BE ENGAGED BY THE OWNER TO VERIFY THAT THE REQUIRED COMPACTION REQUIREMENTS WERE OBTAINED.



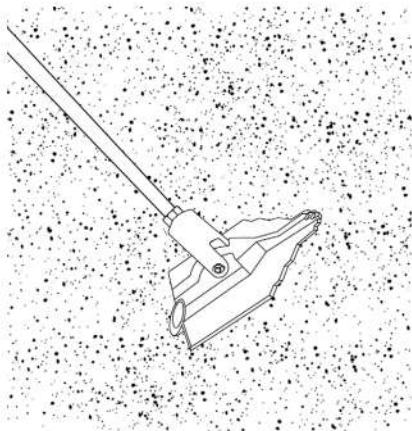
1. Drive the Anchor

Thread the anchor rod into the manta ray's shackle and insert the drive steel into the anchor. Using a 90lb breaker (hydraulic or pneumatic), drive the anchor to the preplanned depth.



2. Remove the Drive Steel

Once the manta ray anchor has been driven to the preplanned depth, remove the drive steel from the anchor. The load locker may be required in order to extract the drive steel.



3. Load lock the Anchor

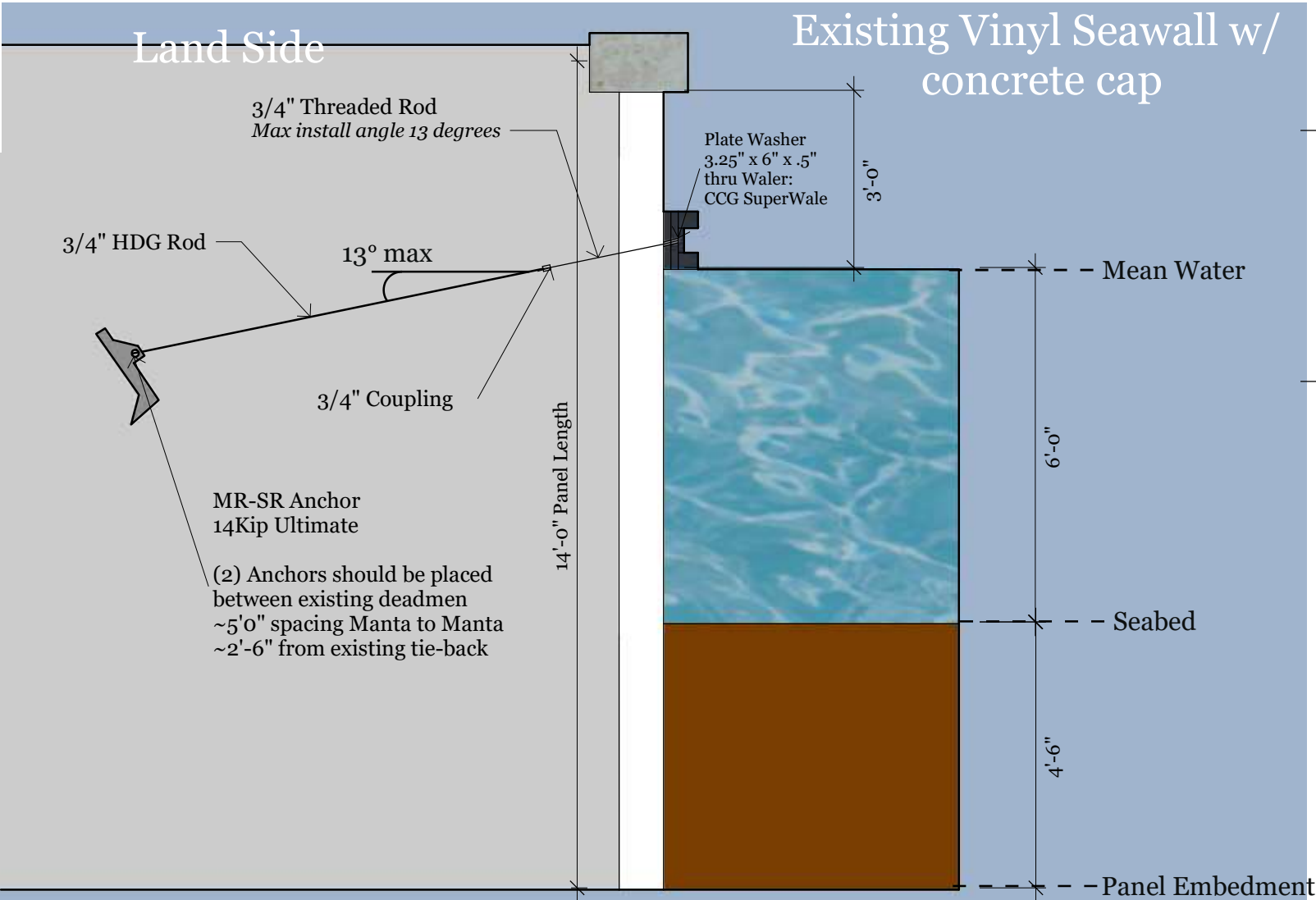
The hydraulic lines can now be switched over to the load locker which is used to tip and proof test the manta ray anchor.



Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Manta Ray Installation Overview

Follow detailed Manufacturer's instructions



FOR
Darrells Docks, Inc.
Dempsey Park/McNab Blvd.
Cocoa Beach, FL 32931

PROJECT
Seawall Stabilization

ISSUE FOR PERMIT

ISSUE
11.07.23

REVISED
N/A

SEAWALL
LAYOUT

S₂

ADDITIONAL SUPPORT for Existing Seawall - Section View { South Face}

**CITY OF COCOA BEACH
CONTRACT AGREEMENT
CB 16 - 005 DEMPSEY PARK SEAWALL**

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 Darrell's Docks Inc., 342 N. Orlando Ave., Cocoa Beach, FL 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 complete the replacement of an existing seawall and associated work for the project **CB 16– 005 Dempsey Park Seawall Project** 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.

ARTICLE 1-TERM OF CONTRACT

The Contractor shall begin work under this Contract on or about June 1, 2017 and this Contract shall continue through December 15, 2017 or until all work is complete, unless either party chooses to exercise its rights under Article 26, Termination. This Contract is not renewable.

ARTICLE 2 - CONTRACT ADMINISTRATION

Administration of this Contract shall be under the general direction of Wayne Carragino or designee, who shall act as the City's representative during the performance of this Contract. The Contract Administrator for the Contractor is Darrell R. Huff who will 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.

ARTICLE 4 - PAYMENTS TO CONTRACTOR

The City shall pay to the Contractor a lump sum (LS) and/or linear foot (LF) amount for services in accordance with the fee schedule set forth in **Exhibit B, Fee Schedule**, attached hereto, and, by reference, made part of the contract. The Contractor will invoice the City as described in **Exhibit B, Pricing** attached hereto and by reference, made part hereof.

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. Invoices not in accordance with the terms of the contract will be returned to the Contractor for correction.

**CITY OF COCOA BEACH
CONTRACT AGREEMENT
CB 16 - 005 DEMPSEY PARK SEAWALL**

ARTICLE 4 - PAYMENTS TO CONTRACTOR (continued)

Payment Procedures:

The City has implemented a Purchasing Card (P-Card) Program utilizing both VISA and MASTERCARD networks. Purchases from this contract will be made utilizing the City's Purchasing Card. Contractor will receive payment from the purchasing card in the same manner as other credit card purchases. Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement the ability before the start of the contract term, or contract award by the City. The City reserves the right to revise this program as necessary.

Additional services shall be as set forth in **Exhibit C (Change Orders)**.

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.

End of Article 6

**CITY OF COCOA BEACH
CONTRACT AGREEMENT
CB 16 - 005 DEMPSEY PARK SEAWALL**

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	\$ 1,000,000 incident
Auto Liability	\$ 300,000 per person/incident
Professional Liability (if applicable)	\$ 500,000
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.

In case any class of employees engaged in work under this Contract is not protected under the Worker's Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, Employer's Liability Insurance for the protection of their employees not otherwise protected under such provisions. The minimum liability limits of such insurance shall not be less than those included in Chapter 440 as herein specified or in that amount specified by law for that type of damage claim.

Contractor will provide copies of his occupational license(s) to the Chief financial Officer. 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.

**CITY OF COCOA BEACH
CONTRACT AGREEMENT
CB 16 - 005 DEMPSEY PARK SEAWALL**

ARTICLE 7 – INSURANCE, PERMITS & LICENSES (Continued)

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 and Subcontractor'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.

ARTICLE 8 - INDEMNIFICATION

For other additional consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor shall indemnify and hold harmless the City from and against all claims, demands, disputes, damages, costs, expenses (to include attorneys' fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the City as a result, directly or indirectly, of the performance of the agreement for consulting services, except those claims or liabilities caused by or arising from the gross negligence of the City, or its employees or agents.

The Contractor further agrees to indemnify, hold 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.

**CITY OF COCOA BEACH
CONTRACT AGREEMENT
CB 16 - 005 DEMPSEY PARK SEAWALL**

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.

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. [Additional Warranty Info. referenced here if applicable]

**CITY OF COCOA BEACH
CONTRACT AGREEMENT
CB 16 - 005 DEMPSEY PARK SEAWALL**

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. This information shall be provided at least thirty (30) days prior to the target date for assignment by the Contractor. The assignee must be approved by the City.

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 remain its property and may be reproduced and reused at the discretion of the City.

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.

**CITY OF COCOA BEACH
CONTRACT AGREEMENT
CB 16 - 005 DEMPSEY PARK SEAWALL**

ARTICLE 18- PUBLIC RECORDS

In accordance with section 119.0701, Florida Statutes, Contractor agrees that all documents, transactions, writings, papers, letters, tapes, photographs, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to this Agreement or in connection with any funds provided by the Cities pursuant to this Agreement may be considered public records pursuant to Chapter 119, Florida Statutes. Contractor agrees to keep and maintain any and all public records that ordinarily and necessarily would be required by the Cities in order to perform the services required by this Agreement. Contractor also agrees to provide the public with access to public records on the same terms and conditions that the Cities would provide the records and at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes or as otherwise provided by law. Contractor shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. In addition, Contractor shall meet all requirements for retaining public records and transfer, at no cost, to the Cities all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Cities in a format that is compatible with the information technology systems of the Cities. If Contractor does not comply with a public records request, the Cities shall have the right to enforce the provisions of this Paragraph. In the event that Contractor fails to comply with the provisions of this Paragraph, and the Cities are required to enforce the provisions of this Paragraph, or the Cities suffer a third party award of attorney's fees and/or damages for violating the provisions of Chapter 119, Florida Statutes due to Contractor's failure to comply with the provisions of this Paragraph, the Cities shall be entitled to collect from Contractor prevailing party attorney's fees and costs, and any damages incurred by the Cities, for enforcing this Paragraph against Contractor. And, if applicable, the Cities shall also be entitled to reimbursement of any and all attorney's fees and damages which the Cities were required to pay a third party because of Contractor's failure to comply with the provisions of this Paragraph. This Paragraph shall survive the termination of this Agreement."

ARTICLE 19- 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.

**CITY OF COCOA BEACH
CONTRACT AGREEMENT
CB 16 - 005 DEMPSEY PARK SEAWALL**

ARTICLE 20 - 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 21 - 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.

ARTICLE 22 - 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 23 - 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.

End of Article 23

**CITY OF COCOA BEACH
CONTRACT AGREEMENT
CB 16 - 005 DEMPSEY PARK SEAWALL**

ARTICLE 24 - AMENDMENTS AND MODIFICATIONS

Except as provided herein, 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.

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
Contract Administrator
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, FL 32932-2430

Copy : Mr. Charles H. Holland Jr.
Acting City Manager
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, FL 32932-2430

Notices sent to the Contractor shall be mailed to:

Original : Darrell's Docks Inc.
342 N. Orlando Ave.
Cocoa Beach, FL 32930

Mr. James McKnight will assume the position of City Manager on or about January 1, 2017. After that date any notice should be addressed to him.

**CITY OF COCOA BEACH
CONTRACT AGREEMENT
CB 16 - 005 DEMPSEY PARK SEAWALL**

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.

ARTICLE 28 - REMEDIES

This Agreement shall be governed by and construed according to the laws of the State of Florida, and the rights of the parties hereto shall be construed and be subject to the laws of the State of Florida. The parties hereby waive the right to a trial by jury in any action, proceeding or counterclaim brought or filed by either of them against the other. Venue for any court action arising out of this agreement shall be 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.

**CITY OF COCOA BEACH
CONTRACT AGREEMENT
CB 16 - 005 DEMPSEY PARK SEAWALL**

ARTICLE 29 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought by the City 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 City 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.

The Contractor and each subcontractor further agree to maintain records of its participation and compliance with the provisions of the E-Verify program and to make such records available upon request.

Failure to comply may be treated as a material breach of this contract.

**CITY OF COCOA BEACH
CONTRACT AGREEMENT
CB 16 - 005 DEMPSEY PARK SEAWALL**

ARTICLE 32 – OWNER DIRECT PURCHASE (ODP):

The City may at its discretion elect to “direct purchase” selected large components of the project in order to enjoy a sales tax savings. Should they elect to do so and prior to a contract being signed, the City will identify those pieces of equipment and the Contractor will provide the deductive price for the City’s use in preparing purchase orders. The only savings available to the City from this change will be that of Florida State Sales Tax, the Contractor will retain any markup they may have had in the equipment less the state tax on items removed within the frame work of this bid estimate. The Contractor’s responsibility for the removed equipment during the project will remain unchanged as relates to the equipment being purchased by the City and the Contractor shall retain all responsibilities that are or were outlined in the specifications regarding this equipment as if they had actually purchased it; including, but not limited to:

- 1 Negotiating and providing vendor pricing to the City.
- 2 Preparing a purchase order outline for use by the City for issuing a City Purchase Order to the Vendor.
- 3 The Contractor shall review all shop drawings, make necessary comments, and maintain shop drawings review and approval through delivery of equipment.
- 4 The Contractor shall provide all operations and maintenance manuals to the City for their use as required by the specifications.
- 5 The Contractor shall expedite delivery of the equipment.
- 6 The Contractor shall receive all equipment and store same on the project site prior to installation.
- 7 The Contractor shall install the equipment in accordance with the contract specifications.
- 8 The Contractor shall coordinate the manufacturer’s approval of installation of the equipment and for a representative to come to the project site for start-up, test, and approval operation of the equipment.
- 9 The Contractor shall warranty the equipment as if they purchased same and be responsible for the equipment warranty throughout the warranty period.

**CITY OF COCOA BEACH
CONTRACT AGREEMENT
CB 16 - 005 DEMPSEY PARK SEAWALL**

ARTICLE 33 – IRS DEDUCTIONS/CREDITS

If the Contractor provides any building or structures meeting IRS Section 179D Standards, the Contractor will share that deduction with the City.

ARTICLE 34 – PERFORMANCE BOND

The requirement for a satisfactory Performance Bond and Material Payment Bond has been waived.

Signature Page Follows

**CITY OF COCOA BEACH
CONTRACT AGREEMENT
CB 16 - 005 DEMPSEY PARK SEAWALL**

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

CITY OF COCOA BEACH

Attest:

By:

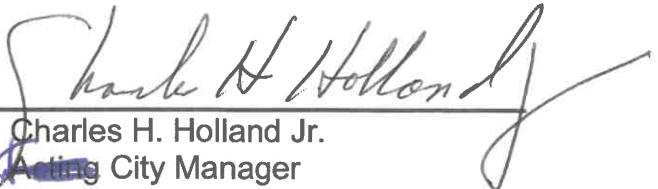

Loredana Kalaghchy, CMC
City Clerk
City of Cocoa Beach

Date:

March 27, 2017

Signature:

By:


Charles H. Holland Jr.
~~Assistant~~ Acting City Manager
City of Cocoa Beach

Date:

3/27/17

Approved as to form and legality
For use and reliance by the
City of Cocoa Beach


Marsha Segal George, Esq.
Assistant City Attorney

Date:

November 3, 2016

Contractor Signature:

By:


Darrell's Docks Inc.

Date:

3/27/17

**CITY OF COCOA BEACH
CONTRACT AGREEMENT
CB 16 - 005 DEMPSEY PARK SEAWALL**

**EXHIBIT A
SCOPE OF SERVICES**

Background Information

The City of Cocoa Beach is requesting the installation of approximately three hundred and fifty (350) feet of seawall, the removal of an existing wooden dock structure and the removal of concrete sidewalk slabs located at the western end of Dempsey Drive and 540 MacNabb Parkway (**Exhibit D-Location Maps) for Details**). This is also commonly known as Cove Park. The City is also requesting the installation of approximately one hundred and thirty three (133) feet of seawall at three additional street stub end locations (**Exhibit D-Location Maps) for Details**). The Scope of Services and required deliverables are outlined below. This is a "design/build" project. The City desires the qualified respondent to have experience with the development regulations in coastal communities and the construction of vinyl sea wall structures. All plans shall be signed and sealed by an engineer licensed to do business in the State of Florida and meet the permit requirements of the City of Cocoa Beach.

Project

The contractor shall be responsible for the following:

- 1) Demolition/Removal of an existing wooden dock
- 2) Demolition/Removal of concrete sidewalk
- 3) Installation of a new seawall (see fee schedule Exhibit B and Exhibit E maps for locations and details of wall lengths) in front of the existing seawalls. Seawall shall be vinyl sheet piling with a concrete cap. Minimum grade of vinyl sheet pile shall be ASTM Series 400 (light commercial). Vinyl panels shall be minimum twelve (12) feet in length.
- 4) Clean fill shall be used for all backfill material between existing seawall and new seawall.

The City shall be responsible for the following:

- 1) Removal of vegetation (including trees) at the stub ends of streets in all Bid Alternates.
- 2) Acquiring all necessary construction easements.
- 3) Furnishing an as built survey on the existing seawalls with established bench marks identified.

**CITY OF COCOA BEACH
CONTRACT AGREEMENT
CB 16 - 005 DEMPSEY PARK SEAWALL**

Notes:

1. Contractor is responsible for obtaining all necessary permits including a City of Cocoa Beach Building Permit(s). Permit application fees will be paid for by the City of Cocoa Beach.
2. The contractor shall be responsible for maintaining a clean and safe work environment.
3. The contractor shall be responsible for the damage and remediation of any existing infrastructure or vegetation (including grass) as a result of their operation.
4. The contractor price shall include all necessary temporary fencing and/or barricades to safely and effectively isolate the work and staging areas from public access.***The contractor shall also install temporary construction fencing around the drip line of the large oak tree in the center of the park and exercise caution to not damage the tree.
5. The City reserves the right to accept or reject any item listed in the "Fee Schedule"

**CITY OF COCOA BEACH
CONTRACT AGREEMENT
CB 16 - 005 DEMPSEY PARK SEAWALL**

**EXHIBIT B
FEE SCHEDULE**

No payments will be made under this contract until all the insurance, permit & license requirements in Article 7 have been met.

This contract has a maximum, not to exceed ceiling price of one hundred fifty one thousand, four hundred dollars (\$ 151,400.00).

Schedule of Payments

ITEM No.	DESCRIPTION	UNIT	UNIT PRICE	TOTAL PRICE
1.	Mobilization/ Demobilization	LS		\$ 2,400.00
2.	Demolition/Removal Existing Wooden Dock	LS		\$3,600.00
3.	Demolition/Removal of Existing Concrete Sidewalk.	LS		\$4,100.00
4.	Install New Vinyl Seawall At Dempsey Park	LF		\$101,500.00
5.	Install New Vinyl Seawall At One Additional Location (McNabb Parkway)	LF		\$39,800.00
BID ALTERNATE # 3 Total				\$ 151,400.00

The above bid prices shall be inclusive of all labor, equipment, tools, etc., including sales tax and all other applicable taxes and fees. The City reserves the right to accept or reject any item listed in the "Schedule of Unit Prices".

**CITY OF COCOA BEACH
CONTRACT AGREEMENT
CB 16 - 005 DEMPSEY PARK SEAWALL**

The above bid prices shall be inclusive of all labor, equipment, tools, etc., including sales tax and all other applicable taxes and fees. The City reserves the right to accept or reject any item listed in the "Schedule of Unit Prices".

Invoices for progress payments will be presented according the schedule above. Invoices under the base contract will have ten (10%) percent of the amount due withheld pending final inspection. When the project is 100% complete a final (invoice # 5) invoice for the retained amount will be presented.

The City may request additional services other than those specified in **Exhibit A**. All additional services will be approved in writing prior to the performance of said service. These services will performed with the approved change order shown as **Exhibit C**. Additional services will be invoiced separately and are not subject to retention.

Pricing changes resulting from the Owner Direct Purchase (ODP) program will by the Change Order form shown as **Exhibit C**.

**CITY OF COCOA BEACH
CONTRACT AGREEMENT
CB 16 - 005 DEMPSEY PARK SEAWALL**

**Exhibit C
CHANGE ORDER**

CHANGE ORDER # _____

CONTRACTOR _____

**DESCRIPTION
OF
SERVICES
&
RATES**

LUMPSUM PRICE _____

WORK AUTHORIZED:

ACCEPTED:

City: : _____
Contract Administrator

Contractor: _____
Contract Administrator

Date: _____

Date: _____

WORK COMPLETED:

City's Contract Administrator

Date: _____

**CITY OF COCOA BEACH
CONTRACT AGREEMENT
CB 16 - 005 DEMPSEY PARK SEAWALL**

**EXHIBIT D
Location Maps**

Map #1 – Location Map

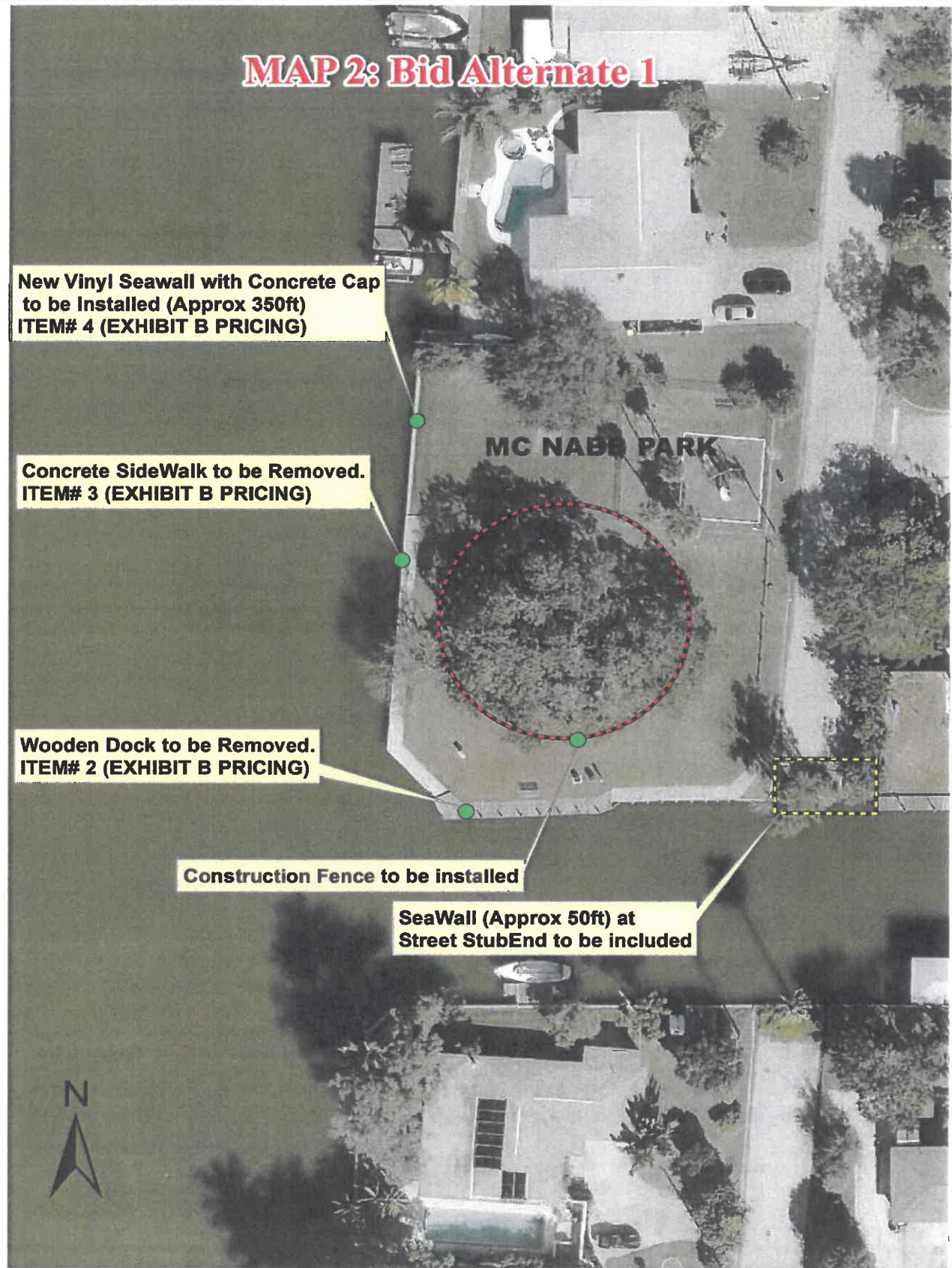
Map #2 - Bid Alternate # 1

Map #3- Bid Alternate # 2

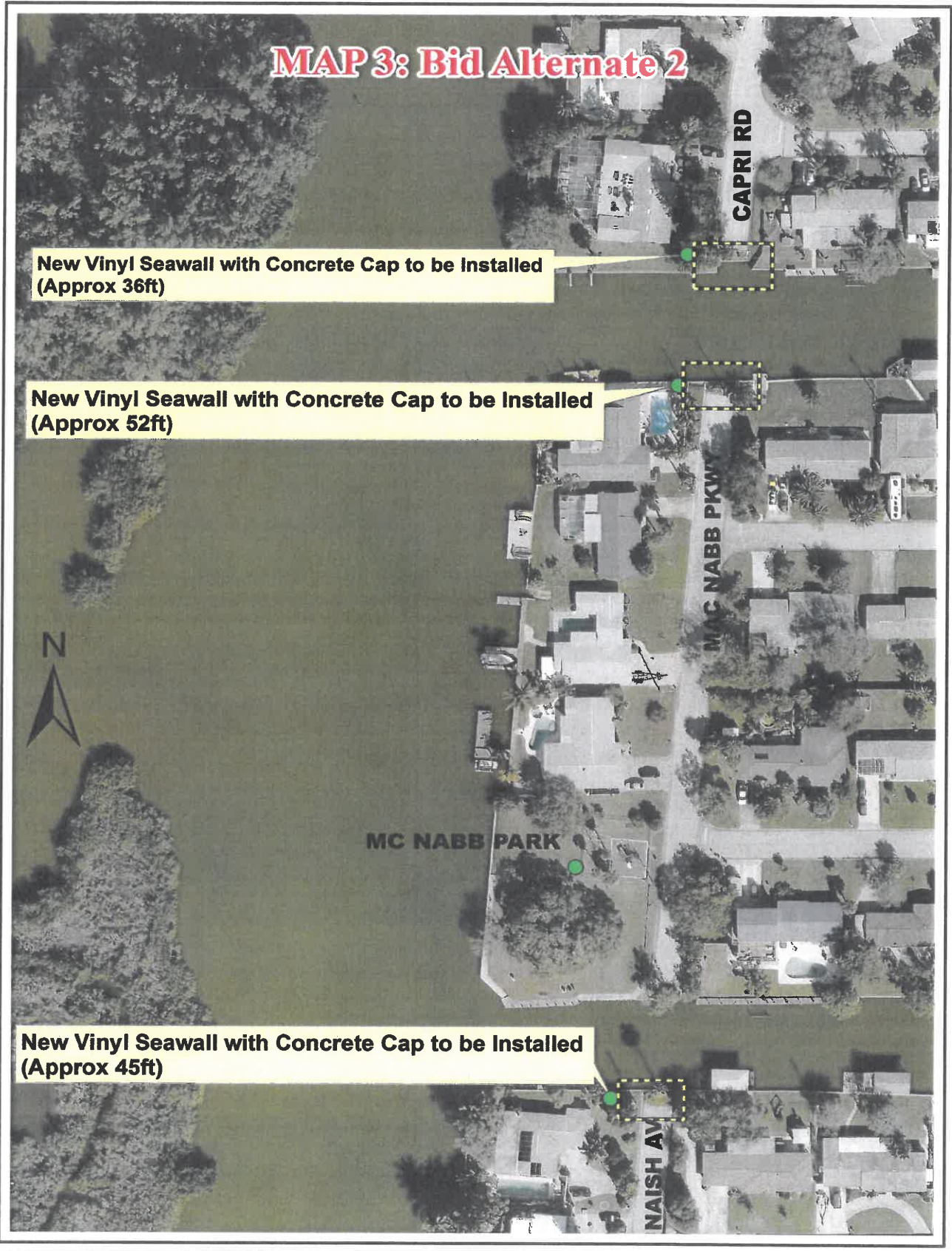
**CITY OF COCOA BEACH
CONTRACT AGREEMENT
CB 16 - 005 DEMPSEY PARK SEAWALL**



**CITY OF COCOA BEACH
CONTRACT AGREEMENT
CB 16 - 005 DEMPSEY PARK SEAWALL**



CITY OF COCOA BEACH
CONTRACT AGREEMENT
CB 16 - 005 DEMPSEY PARK SEAWALL



**CITY OF COCOA BEACH
CONTRACT AGREEMENT
CB 16 - 005 DEMPSEY PARK SEAWALL**

**EXHIBIT E
Addendum #1**

Addendum # 1 was issued to clarify the scope of work and it is incorporated into the contract

**CITY OF COCOA BEACH
CONTRACT AGREEMENT
CB 16 - 005 DEMPSEY PARK SEAWALL**

The City of Cocoa Beach is issuing **ADDENDUM # 1** to **INVITATION TO BID for CB 16-005 Dempsey Park Seawall**. The City reserves the right to accept or reject any and all proposals or any part of any proposal and to waive any informality concerning the proposals when such rejection or waiver is deemed to be in the best interest of the City of Cocoa Beach. The requirements contained herein apply to all offers made to the City of Cocoa Beach by all prospective Proposers and include, but are not limited to, Request for Quotes, Request for Proposal and Invitation to Bid. As such, the words "bid" and "proposal" are interchangeable in reference to all offers submitted by prospective Proposers.

1. PROPOSAL INSTRUCTIONS

- A. The Proposer is directed to deliver sealed proposals to the , Chief Financial Officer (CFO) City of Cocoa Beach, 2 South Orlando Avenue, Cocoa Beach, Florida, 32931 **until Friday, September 30, 2016 at 2:00 P.M.** Eastern Standard Time. All proposals shall be confidential pursuant to Florida Statutes, Chapter 119, entitled Public Records, Paragraph 119.07. All Proposers and their representatives are invited to attend. **The Proposal must show the Proposer's name, bid number, bid name, time and date of the bid opening on the outside of the sealed bid package.** Delivery of the sealed proposals to the Chief Financial Officer's Office on or before the above date is solely and strictly the responsibility of the Proposer. **Late proposals will not be accepted.** The CFO or designee will be the official authority for determining late bids. The City reserves the right to waive any irregularity or informality in the bids received, to determine, in its sole discretion, whether or not informality is minor, to reject or accept any or all bids and select the winner based on criteria which serves the best interest of the City of Cocoa Beach.
- B. It is the Proposer's responsibility to read and understand the requirements of this solicitation of proposal. Proposers are required to state exactly what they intend to furnish to the City via this solicitation and must indicate any variances to the terms, conditions and specifications of this proposal, no matter how slight. If variations are not stated in the proposal, it shall be construed that the proposal fully complies with all conditions identified in this proposal. The Proposer shall submit FIVE (5) COMPLETE SETS (one (1) original, three (3) copies and one (1) electronic copy {USB flash drive}) with one document in PDF format that is an exact duplicate of the hard copy submittal of the proposal. The ORIGINAL proposal must be manually and duly signed in ink by a Corporate Officer, Principal, or Partner with the authority to bind the bidding company or firm by his/her signature. All quotations must be typewritten or filled in with pen and ink. The Proposer must initial proposals having erasures or corrections in ink.
- C. All prices, terms and conditions quoted in the submitted bid will be firm for acceptance for ninety (90) days from the date of the bid opening unless otherwise stated by the City.

**CITY OF COCOA BEACH
CONTRACT AGREEMENT
CB 16 - 005 DEMPSEY PARK SEAWALL**

- D. Should any interested Proposer find any part of the specifications, terms, and conditions to be discrepant, incomplete, or questionable in any respect, it shall be the responsibility of the concerned Proposer to call such matters to the attention of the City immediately upon receipt of the Request for Proposal.

2. PROPOSAL SUBMISSIONS

All proposals must be typed and presented in an organized fashion. All corrections to the proposals must be initialed. The Proposer's name shall appear on each page of the proposal. Each lettered item below should be a separate section of the submittal. Please submit all information as outlined below. Failure to submit all information may result in a lowered evaluation score. The City at its discretion may reject proposals that are substantially incomplete or lack key information. The Proposals shall be concise and straightforward in describing the Proposer's experience and capabilities. Emphasis should be placed on completeness and clarity. In your proposal, please provide responses to the following:

Proposal Form and Certification: Complete the form enclosed as Exhibit C, and return in the submittal immediately following the cover page and before the cover letter. Proposals without the manual signature of an authorized agent of the Proposer shall be deemed non-responsive and ineligible for award.

Work Experience: Proposals shall include a summary of the Proposer's prior experience that most closely resembles the scope as identified in Exhibit A. Proposals should include contact person(s) listed as a reference who have personal knowledge of the Proposer's prior experience. Any contact person(s) listed as a reference must have been previously informed that a representative from the City of Cocoa Beach may be in contact.

Work Product, Schedule and Fees: This section shall include information regarding the anticipated type and date of deliverables necessary to meet the scope as identified in Exhibit A. The fees proposed shall include all charges that may be anticipated in fulfilling the terms of this contract.

3. SCHEDULE OF EVENTS

The Schedule as listed below is the City's intended course of action for this project. The City will follow the schedule to the extent possible; however, the City reserves the right to change both the sequence and timing if deemed necessary.

FRIDAY, 08/26/16	Mandatory Pre-Bid
FRIDAY, 09/16/16	Deadline for Written Questions
FRIDAY, 09/30/16	Deadline for Submission/Public Bid Opening
THURSDAY, 10/20/16	Commission Award

**CITY OF COCOA BEACH
CONTRACT AGREEMENT
CB 16 - 005 DEMPSEY PARK SEAWALL**

4. MANDATORY PRE-BID MEETING

A mandatory pre-bid meeting will be held at the Public Works Conference Room located at 1600 Minutemen Causeway, Cocoa Beach FL 32931 on **Friday, August 26, 2016, at 10 AM**. This pre-bid meeting will allow all bidders the opportunity to bring forward any questions concerning this proposal. All interested parties are required to attend. Any bids received from any firm other than firms represented at the meeting shall be disqualified from consideration.

5. PUBLIC OPENING

- A. All bids will be publicly opened immediately following the deadline for submission of the proposals. The purpose of the public bid opening is for a reading of bids received. No award will be made or implied at this time. Bid documents will not be reviewed at the bid opening. No discussion of any nature concerning the bid will be entered into at this time.
- B. A copy of the bid tabulation will be available for review in the Finance Department upon completion of the recommended award.
- C. Bidders who wish to review copies of bids after the Public Bid Opening may do so by making an appointment with the Chief Financial Officer.

6. BIDDER'S UNDERSTANDING

Each Bidder shall inform himself of the conditions relating to the execution of the work and it is assumed that he will inspect the site and make himself thoroughly familiar with all aspects of Contract Documents. Failure to do so will not relieve the Successful Bidder of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site and subsurface conditions.

Information derived from inspection of Drawings only will not in any way relieve the Contractor from any risk, or from properly examining the sites and making such additional investigations as he may elect, or from properly fulfilling all the terms of the Contract Documents.

Each Bidder shall inform himself of, and the Bidder awarded a Contract shall comply with, federal, state and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, design and construction standards, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

**CITY OF COCOA BEACH
CONTRACT AGREEMENT
CB 16 - 005 DEMPSEY PARK SEAWALL**

7. BID SECURITY (BID BOND)

No Bid Bond will be required for this project.

8. CONTRACT AGREEMENTS

The City anticipates entering into a contract with the Proposer who submits the proposal judged by the City to be in the best interest of the City. The City anticipates awarding one contract, but reserves the right to award more than one if in its best interest. This invitation for bid does not constitute an offer or a contract with the Proposer. A contract shall not exist until approved by the appropriate levels of authority in the City and properly executed. The Invitation to Bid shall be included in and be made a part of the final award.

9. CLARIFICATIONS OF THE PROPOSAL

The Proposer shall examine all bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. **Any inquiries, suggestions or requests concerning clarification or solicitation for additional information shall be submitted in writing to the Wayne Carragino, Email: wcarragino@cityofcocoa.beach.com.** Written responses will be provided by the Chief Financial Officer's office. The City shall not be responsible for interpretations given by any other City employee or representatives. Deadline for written questions shall be **Friday, September 16, 2016**.

10. WITHDRAWAL OF PROPOSAL

Any Proposer may withdraw its bid prior to the indicated opening time. The request for withdrawal must be submitted in writing to the Chief Financial Officer's office. After the deadline, proposals become a record of the City and will not be returned to the Proposer.

11. PROPOSAL PREPARATION EXPENSE

The Proposer preparing a bid in response to this proposal shall bear all expenses associated with its preparation. The Proposer shall prepare a bid with the understanding that no claim for reimbursement shall be submitted to the City for the expense of bid preparation and/or presentation.

12. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsible bidder, qualified to provide the work specified and who can produce evidence that they have established a satisfactory record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions stated herein.

13. PERFORMANCE

No Performance Bond will be required for this project.

Failure on the part of the Proposer to comply with the conditions, terms, specifications and requirement of the bid shall be just cause for the cancellation of the bid award.

**CITY OF COCOA BEACH
CONTRACT AGREEMENT
CB 16 - 005 DEMPSEY PARK SEAWALL**

14. COLLUSION

By affixing its signature to this proposal, the Proposer certifies that its proposal is made without any previous understanding, agreement, or connection with either any previous firms or corporations offering a Bid for the same items, or with the City. The Proposer also certifies that its bid is in all respects fair and without outside control, collusion, fraud, or otherwise illegal action.

15. COPYRIGHTS OR PATENT RIGHTS

The Proposer warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. The seller agrees to hold the City harmless for all liability, loss or expense occasioned by any such violation.

16. DRUG FREE WORKPLACE

In accordance with Florida Statutes, §287.087, preference will be given to businesses with drug free workplace programs; whenever bids are similar in all other respects, and, when a Drug Free Workplace Certification is submitted with the bid.

17. 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 for CATEGORY TWO (\$15,000.00) for a period of 36 months from the date of being placed on the convicted vendor list.

18. E-VERIFY REQUIREMENTS

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 subcontractors) assigned by the Contractor to perform work pursuant to the contract with the City.

**CITY OF COCOA BEACH
CONTRACT AGREEMENT
CB 16 - 005 DEMPSEY PARK SEAWALL**

19. DISCLOSURE AND OWNERSHIP OF DOCUMENTS STATEMENT

The Proposer must agree to the following regarding disclosure and ownership of documents:

- A. **Public Record.** The submitted Proposal and any record, document, computerized information and program, audio or video tape, photograph, other writing, or other record of the selected Proposer(s) related, directly or indirectly, to the work identified in the proposal, or any task necessary to complete the final work product shall be deemed to be a public record whether in the possession or control of the City or the selected Proposer(s). Said public record of the Proposer(s) is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City Clerk. Upon request by the City, the selected Proposer(s) shall supply copies of said records to the City.
- B. **Reuse of Documents.** The City for any reason or purpose may reuse all documents or public records prepared by the selected Proposer(s) at any time.
- C. **Ownership of Documents.** Upon payment of fees due to the selected Proposer(s), as agreed in the final Contract, all drawings, recommendations, documents, writing, schedule or otherwise, prepared by the selected Proposer(s) in the performance of the scope of work shall be the sole property of the City. The selected Proposer(s) agrees to waive all rights of copyright in said drawings, recommendations, documents, writing, schedule or other instrument produced by the selected Proposer(s) in the performance of the tasks necessary to complete the scope of work.

**CITY OF COCOA BEACH
CONTRACT AGREEMENT
CB 16 - 005 DEMPSEY PARK SEAWALL**

20. INDEMNIFICATION AND INSURANCE REQUIREMENTS

- A. The successful bidder agrees to comply with all Federal, State and Local laws and regulations applicable to itself, its employees, agents or subcontractors, if any, with respect to the work and services provided.
- B. The successful bidder must maintain Worker's Compensation insurance as required by State of Florida statutes. The following are required types and minimum limits of insurance coverage that the Contractor agrees to maintain during the Contract period:

COVERAGE MINIMUM LIMITS

General \$1,000,000 per incident
Professional Liability (if applicable) \$500,000
Worker's Compensation Statutory
Auto Liability \$300,000 per incident

- C. All insurers must be licensed in the State of Florida and 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.
- D. 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.
- E. The Contract shall specify that the contractor will indemnify and save harmless and defend the City, their agents, servants and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the Proposer, its agents, servants or employees in the performance of its services.
- F. Certificate of Insurance or a binder of coverage is to be provided by the Proposer's liability insurance carrier at the time negotiations of final terms and conditions begin. If the selected firm cannot produce the required insurance coverage, the City will cease negotiations with that firm and commence negotiations with the next firm.

**CITY OF COCOA BEACH
CB 16 – 005
DEMPSEY PARK SEAWALL PROJECT**

**EXHIBIT A
SCOPE OF SERVICES**

Background Information

The City of Cocoa Beach is requesting bids for the installation of approximately three hundred and fifty (350) feet of seawall, the removal of an existing wooden dock structure and the removal of concrete sidewalk slabs located at the western end of Dempsey Drive and 540 MacNabb Parkway (Bid Alternate 1- **See Bid Alternate 1 Map (Exhibit E-Location Maps) for Details**). This is also commonly known as Cove Park. The City is also requesting the installation of approximately one hundred and thirty three (133) feet of seawall at three additional street stub end locations (Bid Alternate 2- **See Bid Alternate 2 Map (Exhibit E-Location Maps) for Details**). The Scope of Services and required deliverables are outlined below. This is a “design/build” project. The City desires the qualified respondent to have experience with the development regulations in coastal communities and the construction of vinyl sea wall structures. All plans shall be signed and sealed by an engineer licensed to do business in the State of Florida and meet the permit requirements of the City of Cocoa Beach.

Project

The contractor shall be responsible for the following:

- 1) Demolition/Removal of an existing wooden dock (bid alternate 1)
- 2) Demolition/Removal of concrete sidewalk (bid alternate 1)
- 3) Installation of a new seawall (see schedule of prices and Exhibit E maps for locations and details of wall lengths) in front of the existing seawalls. Seawall shall be vinyl sheet piling with a concrete cap. Minimum grade of vinyl sheet pile shall be ASTM Series 400 (light commercial). Vinyl panels shall be minimum twelve (12) feet in length.
- 4) Crushed concrete shall be used for all backfill material between existing seawall and new seawall.

The City shall be responsible for the following:

- 1) Removal of vegetation (including trees) at the stub ends of streets in all Bid Alternates.
- 2) Acquiring all necessary construction easements.
- 3) Furnishing an as built survey on the existing seawalls with established bench marks identified.

CITY OF COCOA BEACH
CB 16 – 005
DEMPSEY PARK SEAWALL PROJECT

Notes:

1. Contractor is responsible for obtaining all necessary permits including a City of Cocoa Beach Building Permit(s). Permit application fees will be paid for by the City of Cocoa Beach.
2. The contractor shall be responsible for maintaining a clean and safe work environment.
3. The contractor shall be responsible for the damage and remediation of any existing infrastructure or vegetation (including grass) as a result of their operation.
4. The contractor price shall include all necessary temporary fencing and/or barricades to safely and effectively isolate the work and staging areas from public access.***The contractor shall also install temporary construction fencing around the drip line of the large oak tree in the center of the park and exercise caution to not damage the tree.
5. The City reserves the right to accept or reject any item listed in the "Schedule of Unit Prices".

**CITY OF COCOA BEACH
CB 16 – 005
DEMPSEY PARK SEAWALL PROJECT**

**EXHIBIT B
PRICING**

Payment shall be made on a draw basis, based on work completed (to be determined at pre-construction meeting). The City reserves the right to require that the contractor accept payments by credit card or participate in the e-payables program.

**SCHEDULE OF UNIT PRICES
DEMPSEY PARK SEAWALL PROJECT
BID ALTERNATE # 1 - (Park Seawall and Additional 50 ft. at Street Stub End)
**See Bid Alternate 1 Map (Exhibit E-Location Maps) for
Details****

ITEM No.	DESCRIPTION	UNIT	UNIT PRICE	TOTAL PRICE
1.	Mobilization/Demobilization	LS		
2.	Demolition/Removal Existing Wooden Dock	LS		
3.	Demolition/Removal of Existing Concrete Sidewalk. (Approximately 910 sq. ft.- Contractor to Verify)	LS		
4.	Install New Vinyl Seawall At Dempsey Park (Approximately 350 ft.- Contractor to Verify)	LF		
Bid Alternate # 1 - Total				

The above bid prices shall be inclusive of all labor, equipment, tools, etc., including sales tax and all other applicable taxes and fees.

The City reserves the right to accept or reject any item listed in the "Schedule of Unit Prices".

**CITY OF COCOA BEACH
CB 16 – 005
DEMPSEY PARK SEAWALL PROJECT**

**SCHEDULE OF UNIT PRICES
DEMSEY PARK SEAWALL PROJECT
BID ALTERNATE # 2 (Three Additional Seawall Sections-133 ft. at Street Stub
Ends)**

****See Bid Alternate 2 Map (Exhibit E-Location Maps) for
Details****

ITEM No.	DESCRIPTION	UNIT	UNIT PRICE	TOTAL PRICE
1.	Mobilization/ Demobilization	LS		
2.	Install New Vinyl Seawall At Three Additional Locations (Approximately 133 ft.- Contractor to Verify)	LF		
	Bid Alternate # 2 - Total			

The above bid prices shall be inclusive of all labor, equipment, tools, etc., including sales tax and all other applicable taxes and fees.

The City reserves the right to accept or reject any item listed in the "Schedule of Unit Prices".

**CITY OF COCOA BEACH
CB 16 – 005
DEMPSEY PARK SEAWALL PROJECT**

**SCHEDULE OF UNIT PRICES
DEMSEY PARK SEAWALL PROJECT
BID ALTERNATE # 3 - (Combination of Bid Alternate # 1 and Bid Alternate # 2)
**See Bid Alternate # 1 and Bid Alternate # 2 Maps
(Exhibit E-Location Maps) for Details****

ITEM No.	DESCRIPTION	UNIT	UNIT PRICE	TOTAL PRICE
1.	Mobilization/ Demobilization	LS		
2.	Demolition/Removal Existing Wooden Dock	LS		
3.	Demolition/Removal of Existing Concrete Sidewalk. (Approximately 910 sq. ft.- Contractor to Verify)	LS		
4.	Install New Vinyl Seawall At Dempsey Park (Approximately 350 ft.- Contractor to Verify)	LF		
5.	Install New Vinyl Seawall At Three Additional Locations (Approximately 133 ft.-Contractor to Verify)	LF		
BID ALTERNATE # 3 Total				

The above bid prices shall be inclusive of all labor, equipment, tools, etc., including sales tax and all other applicable taxes and fees. The City reserves the right to accept or reject any item listed in the "Schedule of Unit Prices".

**CITY OF COCOA BEACH
CB 16 – 005
DEMPSEY PARK SEAWALL PROJECT**

Addendum #1:

A signed copy of this Addendum must be included within the submission package or the Proposer will be considered as non-responsive.

Acknowledgement is hereby made of Addendum #1

Printed Name

Signature

Date

Title

Firm Name

**CITY OF COCOA BEACH
CB 16 – 005
DEMPSEY PARK SEAWALL PROJECT**

**EXHIBIT C
PROJECT FORM & CERTIFICATION**

Proposer Name: _____

Address _____

City: _____ State _____ Zip _____

Telephone _____ Fax _____ Internet Address _____

Type of Business (Corporation, Partnership, Other – Specify) _____

Tax ID number (EIN/SSN): _____

Certification: The undersigned hereby confirms as follows:

- A. I am a duly authorized agent of the Company/Individual submitting the proposal;
- B. I have read the Proposal in its entirety and fully understand and accept these terms unless specific variations have been expressly listed below.
- C. My firm, _____, agrees to hold all prices, terms and conditions firm for acceptance for ninety (90) calendar days following the date and time of the bid opening.

Variations

The Proposer shall identify all variations and exceptions taken to this RFP in the space provided below unless such variation is expressly prohibited in the RFP documents. If no variations are listed here, it is understood that the Proposer fully complies with the terms and conditions. It is further understood that such variations may be cause for determining that the Proposal is non-responsive and ineligible for award:

Section _____ Variance _____

Section _____ Variance _____

Section _____ Variance _____

Attach additional sheets as necessary.

By: _____
Manual Signature of Agent Date

Typed/Printed Name of Agent Title of Agent

Proposals without the manual signature of an authorized agent of the Proposer shall be deemed non-responsive and ineligible for award.

**CITY OF COCOA BEACH
CB 16 – 005
DEMPSEY PARK SEAWALL PROJECT**

**EXHIBIT F
Addendum #2**

**CITY OF COCOA BEACH
CB 16 – 005
DEMPSEY PARK SEAWALL PROJECT**

**ADDENDUM NO. 2
TO THE BIDDING /CONTRACT DOCUMENTS AND SPECIFICATIONS
CITY OF COCOA BEACH
DEMPSEY PARK SEAWALL PROJECT
BID NO: CB16-005
SEPTEMBER 16, 2016**

To All Interested Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and project specifications for the above referenced project advertised August 14, 2016 and prepared by City of Cocoa Beach as fully and completely as if the same were fully set forth therein.

The following are the City's responses to questions submitted by attendees of the mandatory pre-bid meeting held on August 26, 2016.

1) Question One (1) Submitted by Geotechnical Solution Consultants:

After inspecting the original Dempsey Park site and the added sections of seawall, my senior project manager and I have concluded that the Park section is in need of new piles, of course that is obvious. But, the added sections are excellent candidates for much easier and faster method, which will eliminate a large percentage of the problem and effectively seal the walls better than new piles. New piles in the added areas will have sealing issues when returned to the neighboring privately owned seawalls and could cause issues on the walls that they are joined into.

We propose using a polyurethane grout curtain that will seal the entire section of the wall without disturbing the surrounding areas is much more environmentally friendly than general construction and will bring this part of the project to a faster close than the proposed sheet piles in those areas.

We have used this method for the City of Ormond Beach, where we sealed Ames Park and Rivera Parks seawalls located on the inter coastal, Lake Park Marina in the town of Lake Park. This is a Time tested method and we highly recommend that this be considered as an alternative to the construction proposal of the addendum. Please, if you have any questions about this method feel free to contact me. If this is not an option, just let me know and we can adjust our proposal accordingly.

Answer:

The City is accepting alternates to the advertised invitation to bid. However, the bid submission **must** include the base bid as advertised along with any alternative suggested by the bidder. An original plus four copies along with a jump drive with an exact copy of both the base bid and any alternatives is required.

CITY OF COCOA BEACH
CB 16 – 005
DEMPSEY PARK SEAWALL PROJECT

2) Question Two (2) Clarification of the Longshore and Harbor Workers' Compensation Act (DLHWC) insurance requirement. This question was brought up at the mandatory prebid meeting on 8/26/16:

Answer:

Longshore and Harbor Workers' Compensation Act (DLHWC) - The City's interpretation is that DLHWC is not required and does not apply to this type of work. Therefore it is not required. The information below is from the United States Department of Labor web page (<https://www.dol.gov/owcp/dlhwc/FAQ/InsuranceFAQ.htm#5>) regarding when this insurance is required:

How can I find out whether my business should be covered under the Longshore Act or its extensions?

Longshore insurance coverage can be a complex legal question that depends on the nature and location of the work to be performed. The Longshore district office staff may provide general information and guidance regarding the types of work covered by the LHWCA, and its extensions, but their recommendation does not constitute legal advice or a formal adjudication of this issue.

As a general rule for Longshore coverage, if you have employees in traditional maritime occupations such as longshore workers, ship-repairers, shipbuilders or ship-breakers, and harbor construction workers and those employees work on the navigable waters of the United States or in the adjoining areas, including piers, docks, terminals, wharves, and those areas used in loading and unloading vessels, then you should obtain the coverage or seek authorization to become self-insured.

For more information on Defense Base Act (DBA) coverage, please reference the [DBA FAQs](#) on our website.

CITY OF COCOA BEACH
CB 16 – 005
DEMPSEY PARK SEAWALL PROJECT

3) Question Three (3) Submitted by Darrell's Docks:

Why is the City requiring crushed concrete to be used for backfill between the existing seawall and the new seawall? It adds unnecessary expense to the project. Won't clean fill-dirt be a better alternative?

Answer:

After reconsideration of this requirement that crushed concrete be used for backfill between the existing seawall and the new seawall; the City agrees that clean fill-dirt may be used instead of crushed concrete. Therefore, The Invitation to Bid /Instructions to Bidders-Page 8-SCOPE OF SERVICES-PROJECT is being changed (note item 4) to the following:

Project

The contractor shall be responsible for the following:

- 1) Demolition/Removal of an existing wooden dock (bid alternate 1)
- 2) Demolition/Removal of concrete sidewalk (bid alternate 1)
- 3) Installation of a new seawall (see schedule of prices and Exhibit E maps for locations and details of wall lengths) in front of the existing seawalls. Seawall shall be vinyl sheet piling with a concrete cap. Minimum grade of vinyl sheet pile shall be ASTM Series 400 (light commercial). Vinyl panels shall be minimum twelve (12) feet in length.
- 4) Clean fill shall be used for all backfill material between the existing seawall and new seawall.

4) Question Four (4) Submitted by Darrell's Docks:

Regarding the seawall footage to be constructed at street stub ends, there are no return wall footages listed. Are you leaving it up to each bidder to determine the appropriate return wall lengths or will the city engineer provide those measurements for each wall section so that everyone is bidding the same thing?

Answer:

Since this is and was advertised as a design/build project the City will be leaving it up to each bidder to determine the appropriate return. As stated in Addendum #1 of the Invitation to Bid/Instructions to Bidders-- All plans shall be signed and sealed by an engineer licensed to do business in the State of Florida and meet the permit requirements of the City of Cocoa Beach.

CONSTRUCTION LIEN AFFIDAVIT

This Construction Lien Affidavit ("Affidavit") is executed on the _____ day of _____, 202__ ("Effective Date"), by _____ ("Affiant"), on behalf of _____ ("Materialman").

1. By executing this Affidavit, Affidavit swears and affirms that he or she has the legal authority to make the acknowledgements set forth herein on behalf of the Materialman.

2. Affiant and Materialman are aware and acknowledge that Darrell's Docks, Inc., has agreed to perform or cause to be performed certain repairs ("Remedial Construction") to the seawall and seawall cap located at 500 McNabb Parkway, Cocoa Beach, Florida ("Subject Property"); that the Subject Property is owned in fee simple by the City of Cocoa Beach, Florida, a Florida municipal corporation; and that the City of Cocoa Beach, Florida, is not responsible for any payments due to Materialman in connection with or arising out of the Remedial Construction, including payments for any materials to be used in the Remedial Construction.

3. Affiant and Materialman acknowledge that pursuant to Chapter 713, Florida Statutes, construction liens may not attach to municipal-owned property, including the Subject Property.

IN WITNESS WHEREOF, this Construction Lien Affidavit has been executed by the Affiant effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

AFFIANT:

Signature of Witness # 1
Print Name: _____

Print Name: _____
Title: _____
Company: _____
Date: _____

Signature of Witness #2
Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of either [] personal presence or [] online notarization this ____ day of _____, 202__, by _____. He/she [] is personally known to me or [] has produced _____ as identification.

[Notary Seal]

Notary Public, State of Florida
Print Name: _____
My Commission Expires: _____

RELEASE

This Release ("Release") is executed on the ____ day of _____, 202__ ("Effective Date"), by DARRELL'S DOCKS, INC., a Florida corporation ("DARRELL'S DOCKS").

I. Recitals. This Release is based upon the following recitals:

1. The CITY OF COCOA BEACH, FLORIDA ("CITY") owns certain real property located at 500 McNabb Parkway, Cocoa Beach, Florida ("Subject Property") and operates the Subject Property as a public park where members of the public are free to access the Subject Property; and

2. On or about March 27, 2017, CITY entered into that certain City of Cocoa Beach Contract Agreement CB 16-005 Dempsey Park Seawall with DARRELL'S DOCKS for the design and construction of a concrete seawall and seawall cap at the Subject Property ("Construction Contract"); and

3. On January 12, 2023, the CITY filed a Complaint for damages asserting Violation of Building Code, Negligence, Breach of Contract, Breach of Express Warranty, and Breach of Implied Warranty against DARRELL'S DOCKS in the 18th Judicial Circuit in and for Brevard County, Florida (*City of Cocoa Beach v. Darrell's Docks, Inc., Case No. 05-2023-CA-011596*) ("Lawsuit") wherein the CITY maintained that in performing the work specified under the Construction Contract, DARRELL'S DOCKS failed to adequately plan, design, develop and construct the seawall and seawall cap; and

4. On or about October 24, 2024, the CITY and DARRELL'S DOCKS entered into a Settlement Agreement ("Settlement Agreement") providing for Remedial Construction which was intended to resolve the matters at issue in the Lawsuit.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration as set forth below, the receipt and adequacy of which are hereby acknowledged, DARRELL'S DOCKS, INC., intending to be legally bound, agrees as follows:

II. Agreement.

1. **Affirmation of Recitals.** The recitals set forth above are true and correct and are incorporated herein by reference.

2. **Release.** DARRELL'S DOCKS, for and in consideration of the promises received under the Settlement Agreement, the sufficiency of which is hereby acknowledged, does hereby remise, release, and forever discharge, and by these presents, does for its affiliates, agents, employees, partnerships, partners, servants, employees, representatives, parents, spouses, heirs, subsidiaries, attorneys, predecessors, successors, insurance carriers and administrators, executors, and any other related or affiliated entities or persons acting on their behalf, remise, release, and forever discharge the CITY, and its respective past, present, and future officers, directors, and board members,

stockholders, members, insurers, reinsurers, attorneys, agents, servants, representatives, employees, independent contractors, sales representatives, subsidiaries, affiliates, partners, managers, predecessors, heirs, and successors in interest and assigns, and any and all other persons, firms, or corporations with whom/which CITY has been, are now, or may hereafter be affiliated (collectively the “Released Parties”), of and from any and all past, present, or future claims, demands, obligations, actions, causes of action, liens, rights, damages, costs, expenses, and compensations of any nature whatsoever, whether based on a tort, contract, or other theory of recovery, and whether for compensatory or punitive damages, which DARRELL’S DOCKS now has, or which may hereafter accrue or otherwise be acquired (other than obligations of the Settlement Agreement), relating to the facts and circumstances giving rise to the Lawsuit, that accrued since the beginning of time through the Effective Date of this Release.

3. **Entire Agreement.** DARRELL’S DOCKS acknowledges that there are no other agreements or representations between DARRELL’S DOCKS and the Released Parties, either oral or written, express or implied, not embodied in the written releases between and among the parties and in the above-referenced Settlement Agreement.

4. **Consent to Stipulation; Advice of Counsel.** DARRELL’S DOCKS hereby acknowledges that it has thoroughly read and reviewed the terms and provisions of this Release and is familiar with same, and that it clearly understands the terms and provisions contained herein and has fully and unconditionally consented to such terms. DARRELL’S DOCKS acknowledges that it has had the full benefit and advice of counsel of its own selection with regard to understanding the terms, meaning, and effect of this Release; that this Release is a joint work product of counsel for DARRELL’S DOCKS and of counsel for the Released Parties; that it has entered into this Release freely, voluntarily, with full knowledge, and without duress; that in executing this Release it has not relied on any representations other than those set forth herein; and that the consideration received hereunder has been actual and adequate.

5. **Authority.** The signatory to this Release is expressly authorized to release the Released Parties as set forth herein, and by his or her signature here represents and affirms his or her authority to execute this Release.

IN WITNESS WHEREOF, this Release has been executed by the parties hereto effective as of the day and year first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON FOLLOWING PAGES]

DARRELL'S DOCKS, INC.

Signature of Witness # 1

Print or type name

Signature of Witness #2

Print or type name

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of either ☐ personal presence or ☐ online notarization this _____ day of _____, 202__, by _____. He/she ☐ is personally known to me or ☐ has produced _____ as identification.

[Notary Seal]

Notary Public, State of Florida

Print Name: _____

My Commission Expires: _____

RELEASE

This Release ("Release") is executed on the ____ day of _____, 202__ ("Effective Date"), by the CITY OF COCOA BEACH, FLORIDA, a Florida municipal corporation ("CITY").

I. Recitals. This Release is based upon the following recitals:

1. The CITY owns certain real property located at 500 McNabb Parkway, Cocoa Beach, Florida ("Subject Property") and operates the Subject Property as a public park where members of the public are free to access the Subject Property; and

2. On or about March 27, 2017, CITY entered into that certain City of Cocoa Beach Contract Agreement CB 16-005 Dempsey Park Seawall ("Construction Contract") with DARRELL'S DOCKS, INC., a Florida corporation ("DARRELL'S DOCKS") for the design and construction of a concrete seawall and seawall cap at the Subject Property; and

3. On January 12, 2023, the CITY filed a Complaint for damages asserting Violation of Building Code, Negligence, Breach of Contract, Breach of Express Warranty, and Breach of Implied Warranty against DARRELL'S DOCKS in the 18th Judicial Circuit in and for Brevard County, Florida (*City of Cocoa Beach v. Darrell's Docks, Inc., Case No. 05-2023-CA-011596*) ("Lawsuit") wherein the CITY maintained that in performing the work specified under the Construction Contract, DARRELL'S DOCKS failed to adequately plan, design, develop and construct the seawall and seawall cap; and

4. On or about October 24, 2024, the CITY and DARRELL'S DOCKS entered into a Settlement Agreement ("Settlement Agreement") providing for Remedial Construction which was intended to resolve the matters at issue in the Lawsuit.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration as set forth below, the receipt and adequacy of which are hereby acknowledged, the CITY, intending to be legally bound, agrees as follows:

II. Agreement.

1. **Affirmation of Recitals.** The recitals set forth above are true and correct and are incorporated herein by reference.

2. **Release.** The CITY, for and in consideration of the promises received under the Settlement Agreement, the sufficiency of which is hereby acknowledged, does hereby remise, release, and forever discharge, and by these presents, does for its affiliates, agents, employees, partnerships, partners, servants, employees, representatives, parents, spouses, heirs, subsidiaries, attorneys, predecessors, successors, insurance carriers and administrators, executors, and any other related or affiliated entities or persons acting on their behalf, remise, release, and forever discharge DARRELL'S DOCKS, and its respective past, present, and future officers, directors, and board members, stockholders, members, insurers, reinsurers, attorneys, agents, servants, representatives,

employees, independent contractors, sales representatives, subsidiaries, affiliates, partners, managers, predecessors, heirs, and successors in interest and assigns, and any and all other persons, firms, or corporations with whom/which DARRELL'S DOCKS has been, are now, or may hereafter be affiliated (collectively the "Released Parties"), of and from any and all past, present, or future claims, demands, obligations, actions, causes of action, liens, rights, damages, costs, expenses, and compensations of any nature whatsoever, whether based on a tort, contract, or other theory of recovery, and whether for compensatory or punitive damages, which the CITY now has, or which may hereafter accrue or otherwise be acquired (other than obligations of the Settlement Agreement), relating to the facts and circumstances giving rise to the Lawsuit, that accrued since the beginning of time through the Effective Date of this Release.

3. **Entire Agreement.** The CITY acknowledges that there are no other agreements or representations between the CITY and the Released Parties, either oral or written, express or implied, not embodied in the written releases between and among the parties and in the above-referenced Settlement Agreement.

4. **Consent to Stipulation; Advice of Counsel.** The CITY hereby acknowledges that it has thoroughly read and reviewed the terms and provisions of this Release and is familiar with same, and that it clearly understands the terms and provisions contained herein and has fully and unconditionally consented to such terms. The CITY acknowledges that it has had the full benefit and advice of counsel of its own selection with regard to understanding the terms, meaning, and effect of this Release; that this Release is a joint work product of counsel for the CITY and of counsel for the Released Parties; that it has entered into this Release freely, voluntarily, with full knowledge, and without duress; that in executing this Release it has not relied on any representations other than those set forth herein; and that the consideration received hereunder has been actual and adequate.

5. **Authority.** The signatory to this Release is expressly authorized to release the Released Parties as set forth herein, and by his signature here represents and affirms his authority to execute this Release.

IN WITNESS WHEREOF, this Release has been executed by the parties hereto effective as of the day and year first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON FOLLOWING PAGES]

ATTEST:

CITY OF COCOA BEACH, FLORIDA

Karin Grooms, City Clerk
City of Cocoa Beach, Florida
Date: _____

By: _____
Keith Capizzi, Mayor
Cocoa Beach City Commission
Date: _____

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Public Works /
Brad Kalsow, Director of Water Reclamation

MEETING DATE

October 24, 2024

REQUESTED MOTION/ACTION

Requesting permission from the commission to contract Engineered Cooling Services to replace the Country Club chiller unit under our Continuing Services Agreement.

This item is not budgeted

Total Cost - \$148,940.00

Staff Representative: Brad Kalsow, Water Reclamation & Public Works Director

Recommendation: Approve

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

The chiller is almost 9 years old and full of corrosion. Currently, four of the six condenser coils on the chiller are beyond repair and in need of replacement, the other two coils are not far behind that and the compressors will follow suit before too long. Given the age of the unit and the extreme state of corrosion, it is recommended that we replace the entire unit, rather than continue spending funds on repairs and service calls.

We still have leftover funds from the 400 Channel Dredge project that we can reallocate for this replacement.

Job Information		Technical Data Sheet
Job Name	City of Cocoa Beach	
Date	10/22/2024	
Submitted By	Donald Peterson	
Software Version	16.21	
Unit Tag	DST Air Cooled Chiller 001	



Image may not represent ordered unit

Unit Overview					
Model Number	Capacity ton	Voltage	Unit Starter Type	ASHRAE 90.1	LEED Enhanced Refrigerant Management Credit
AGZ006F	92.25	460 V / 60 Hz / 3 Ph	Across the Line	'07, '10, '13, '16 & '19	Pass

Unit							
Unit Type				Platform			Unit Revision
Air-Cooled Scroll Compressor Chiller				Standard Efficiency Packaged			00
Display				Tubing			
Door Mounted Display				EEXV, Repl FD, Liq/Disch Shutoff, HS Relief, No Suction Shutoff, No HGBP			
Fan Type				Refrigerant Type		Refrigerant Weight	
AC Fan Motors & DC (First Fans DC/Circuit) - DV				R32		64 lb (per unit)	
Compressor				Approval			
USNNLLNN				ETL/cETL, AHRI & ASHRAE 90.1			
Evaporator							
Evaporator Model:		PPA240H170					
Water Volume:		6.0 gal					
Connection Hand:		Universal, 1-Pass, Grooved, Standard Head					
Connection Size:		3.0 in					
Insulation:		Single Layer Insulation to Suction at each Compressor					
Entering Fluid Temperature	Leaving Fluid Temperature	Fluid Type	Fluid Flow	Fluid Flow Min / Max	Pressure Drop	Pressure Drop Min / Max	Fouling Factor
54.00 °F	44.00 °F	Water	220.7 gpm	108.0/ 360.0 gpm	10.7 ft H ₂ O	0.000 / 24.0 ft H ₂ O	0.000100 °F.ft ² .h/Btu
Note: Evaporator Pressure Drop does not include a strainer. Minimum flow is based on a Variable Flow Pumping System Type and applies to part load conditions only.							

Condenser			
Coil Fins:		MicroChannel (Epoxy Coating)	
Guards:		Condenser Coil Wire Grilles & Base Frame Wire Grilles	
Design Ambient Air Temperature		Altitude	Fan Diameter
95.0 °F		0.000 ft	31.5 in
			Minimum Design Ambient Temperature
			32.0 °F

Unit Performance										
Design										
Capacity		Input Power			Efficiency (EER)			IPLV.IP (EER)*		
92.25 ton		100.7 kW			10.99 Btu/W.h			17.23 Btu/W.h		
Performance Points rated at AHRI Ambient Relief										
Unit					Evaporator				Condenser	
Point #	% Load	Capacity ton	Input Power kW	Efficiency (EER) Btu/W.h	Fluid Flow gpm	Pressure Drop ft H ₂ O	Entering Fluid °F	Leaving Fluid °F	Ambient Air °F	Altitude ft
1	100.0	92.25	100.7	10.99	220.7	10.7	54.00	44.00	95.0	0.000
2	75.0	69.19	55.78	14.89	220.7	10.7	51.50	44.00	80.0	0.000
3	50.0	46.12	29.81	18.57	220.7	10.7	49.00	44.00	65.0	0.000
4	25.0	23.06	13.22	20.93	220.7	10.7	46.50	44.00	55.0	0.000
Performance Points rated at AHRI Standard Conditions										
Point #	% Load		Capacity ton		Input Power kW		Efficiency (EER) Btu/W.h			
1	100		92.25		100.7		10.99			
2	75		69.19		55.78		14.89			
3	50		46.12		29.81		18.57			
4	25		23.06		13.22		20.93			
* IPLV reflects AHRI standard rating conditions with water and does not change with user defined conditions										

Sound (without insulation)								
Sound Pressure (at 30 feet)								
63 Hz dB	125 Hz dB	250 Hz dB	500 Hz dB	1 kHz dB	2 kHz dB	4 kHz dB	8 kHz dB	Overall dBA
48	52	55	61	61	64	54	50	67
Sound Power								
63 Hz dB	125 Hz dB	250 Hz dB	500 Hz dB	1 kHz dB	2 kHz dB	4 kHz dB	8 kHz dB	Overall dBA
75	79	82	88	88	91	81	77	94
Octave band is non 'A' weighted and overall readings are 'A' weighted. Sound data rated in accordance with AHRI Standard-370.								

Physical				
Unit				
Length*	Height	Width*	Shipping Weight*	Operating Weight*
128 in	99 in	88 in	4459 lb	4512 lb
* Shipping and operating weights are based on 'worst case' unit configuration variations but do not include the weights of any Options or Accessories. Contact Chiller Applications for additional information.				

Electrical

Unit Electrical Data

Voltage	Starter Type	Fan Motor Quantity	FLA Fan Motors (each)
460 V / 60 Hz / 3 Ph	Across the Line	6	3.3 A
Power Connection Type:	65 KAIC HSCC with Single Point Disconnect Switch		
Short Circuit Current Rating:	65KA		
Phase Voltage:	Phase & Under/Over Voltage Protection with LED		

Single Point Power Connection

Minimum Circuit Ampacity (MCA):	201 A
Recommended Overcurrent Protection Size:	250 A
Maximum Overcurrent Protection Size(MOCP):	250 A
Lug Connection Size:	(2) #2 AWG - 500MCM

Compressor Electrical Data

Compressor Type	Compressor Quantity		Starter Type	
Scroll	4		Across the Line	
Circuit #:	1		2	
Compressor #:	1	3	2	4
Rated Load Amps (RLA):	65 A	43 A	27 A	27 A
Inrush Current:	389 A	263 A	197 A	197 A

Options

High Stage Relief Valve:	Included
Control	
Communication:	Combination of Modbus, BACnet MS/TP, BACnet IP
RapidRestore®:	Included
Electrical	
Water Flow Indicator:	Included

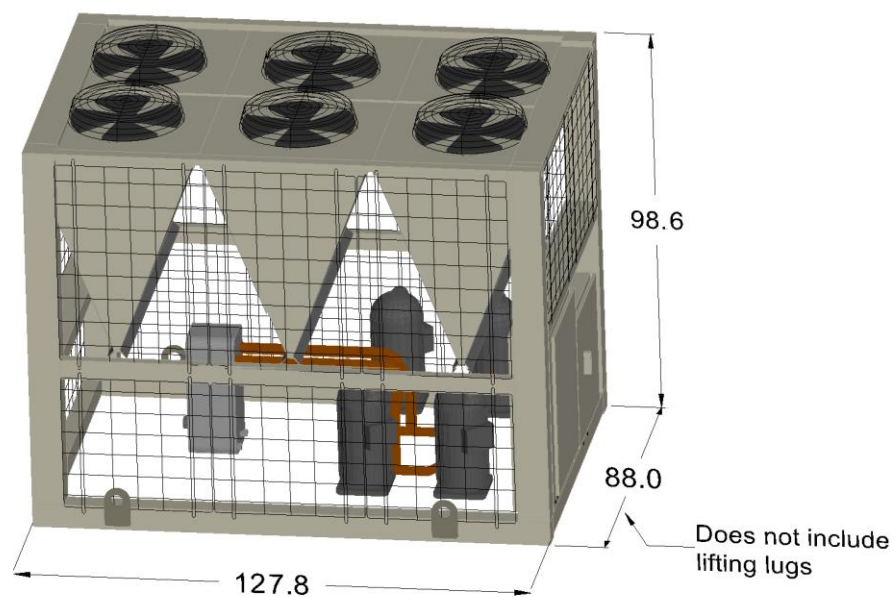
Warranty

Unit Startup	By Others
Standard Warranty:	1st Year Entire Unit Parts & Labor
Extended Compressor Warranty:	Compressor Only; extended 4 years parts only (5 Years Total)
Refrigerant Warranty	1 Year Total

AHRI Certification



Certified in accordance with the AHRI Air-Cooled Water-Chilling Packages Certification Program, which is based on AHRI Standard 550/590 (I-P) and AHRI Standard 551/591 (SI). Certified units may be found in the AHRI Directory at www.ahridirectory.org.

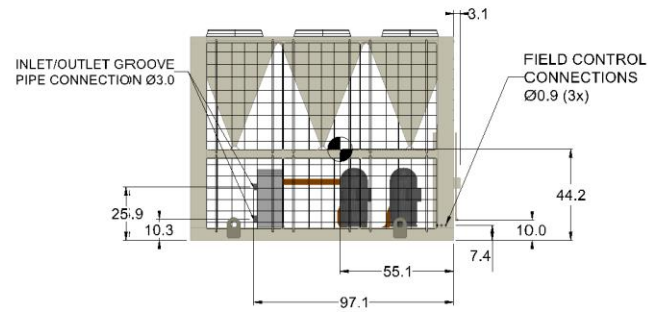
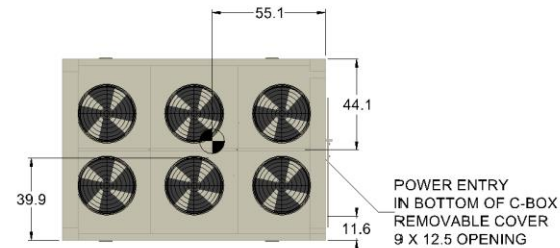


NOTE: A water strainer must be installed at the inlet of the evaporator to protect it from damage. Please refer to the IOM for additional details.

Trailblazer® Air-Cooled Scroll		Unit Tag: DST Air Cooled Chiller 001		Sales Office: Daikin Applied (previously Carroll Air		 13600 Industrial Park Blvd. Minneapolis, MN 55441 www.DaikinApplied.com Software Version: 16.21
Product: Trailblazer® Air-Cooled Scroll		Project Name: City of Cocoa Beach		Sales Engineer: Donald Peterson		
Model: AGZ006F	Oct. 22, 2024	Ver/Rev:	Sheet: 1 of 1	Scale: NTS	Tolerance: +/- 0.25" Dwg Units: (in)	

No change to this drawing may be made unless approved in writing by Daikin Applied. Purchaser must determine that the equipment is fit and sufficient for the job specifications.

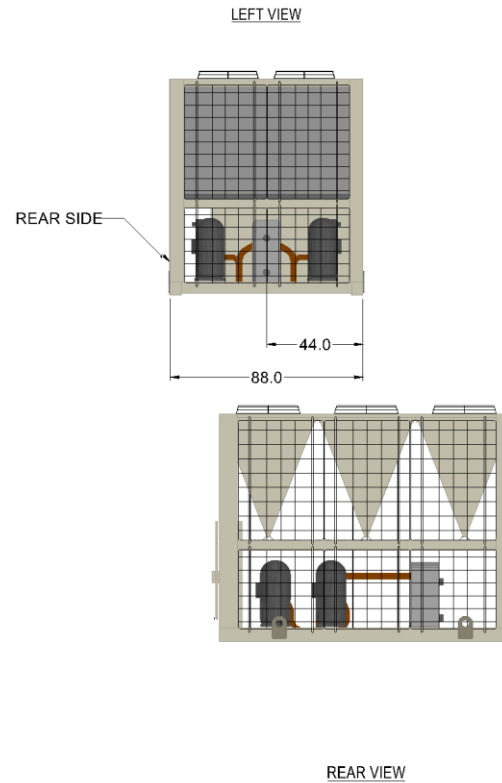
TOP VIEW



FRONT VIEW

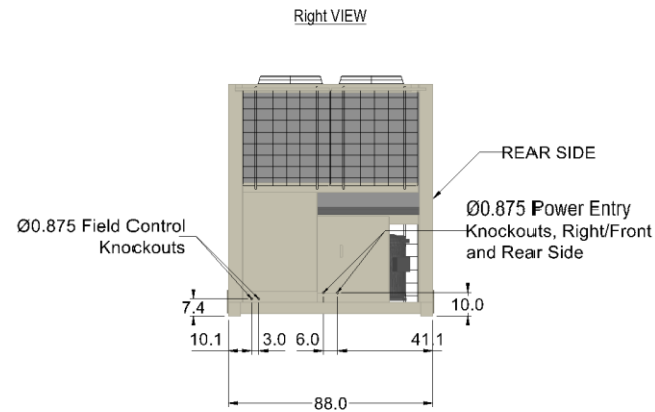
Trailblazer® Air-Cooled Scroll		Unit Tag: DST Air Cooled Chiller 001		Sales Office: Daikin Applied (previously Carroll Air		 13600 Industrial Park Blvd. Minneapolis, MN 55441 www.DaikinApplied.com Software Version: 16.21
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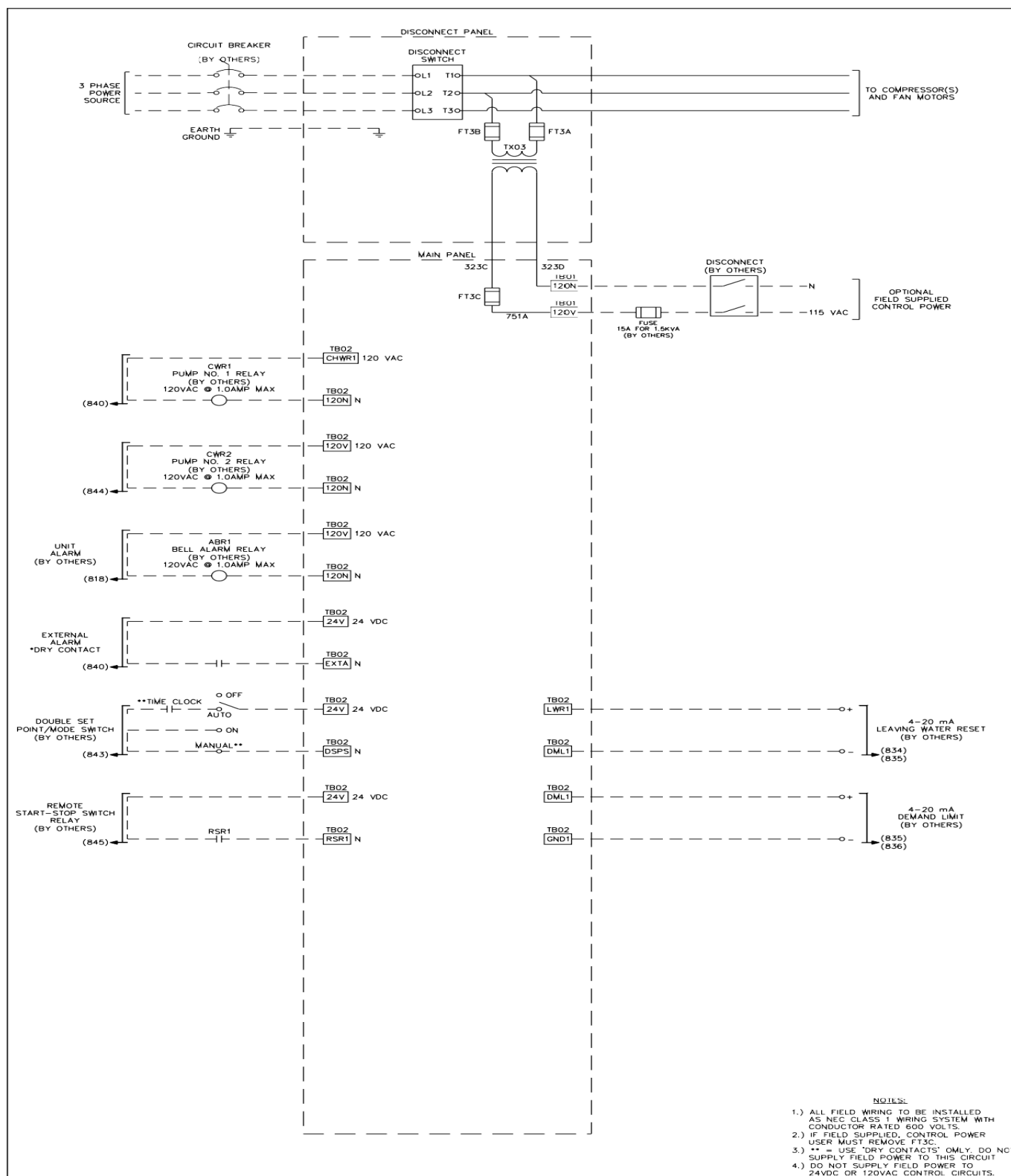
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Trailblazer® Air-Cooled Scroll		Unit Tag: DST Air Cooled Chiller 001		Sales Office: Daikin Applied (previously Carroll Air			 13600 Industrial Park Blvd. Minneapolis, MN 55441 www.DaikinApplied.com Software Version: 16.21	
Product: Trailblazer® Air-Cooled Scroll		Project Name: City of Cocoa Beach		Sales Engineer: Donald Peterson				
Model: AGZ006F		Oct. 22, 2024	Ver/Rev:	Sheet: 1 of 1	Scale: NTS	Tolerance: +/- 0.25"		Dwg Units: (in)
No change to this drawing may be made unless approved in writing by Daikin Applied. Purchaser must determine that the equipment is fit and sufficient for the job specifications.								

AGZ-F Single-Point Connection Field Wiring Diagram

0B



Field Wiring Diagram	Unit Tag: DST Air Cooled Chiller 001				13600 Industrial Park Blvd. Minneapolis, MN 55441 www.DaikinApplied.com Software Version: 16.21	
Product: Trailblazer® Air-Cooled	Project Name: City of Cocoa Beach					
Model :AGZ006F Single-Point Connection	Sales Office: Daikin Applied (previously			www.DaikinApplied.com Software Version: 16.21		
Sales Engineer: Donald Peterson	Oct. 22, 2024	Ver/Rev:	Sheet 1 of 1	Scale: N/A	Tolerance: N/A	Dwg Units: N/A
No change to this drawing may be made unless approved in writing by Daikin Applied. Purchaser must determine that the equipment is fit and sufficient for the job specifications.						

Trailblazer® Air-Cooled Scroll AGZ-F Service Clearance

00

Recommended Minimum Clearances			Distance "C"	Unit Operation	Service Clearance	Coil Removal Service area Either Side
# of	Coil Side "A"	Distance "B"	ft. (m)	Opposite End	Opposite End	
Fans	ft. (m)	ft. (m)	Operational/Service	ft. (m)	ft. (m)	
4-14	4 (1.2) / 8 (2.4)	8 (2.4)	4 (1.2) / 8 (2.4)	4 (1.2)	4 (1.2)	

Note (1): One Side for Compressor removal and the other side for Compressor/Coil removal

Note (1): One Side for Compressor removal and the other side for Compressor/Coil removal.

Coil Side "A" This is the dimension from the side of the unit for air clearance to coil and for service access to the compressors and major components - See Note (1) above.

Distance "B" This is the dimension between two units mounted side by side
Clearance to the opposite side of the units must be also this distance or greater.
Provide air space at each end of unit also equal to this distance or use partially open wall.

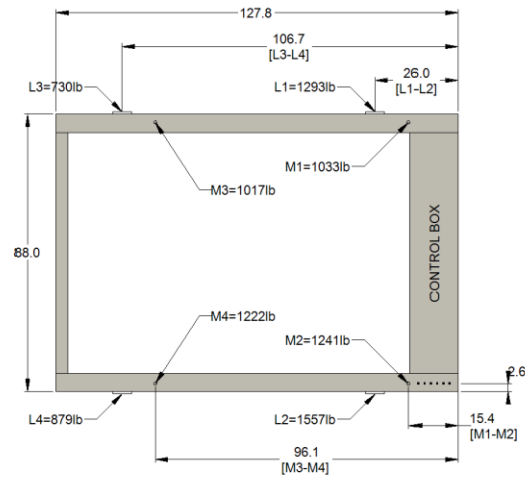
Distance "C" This is the dimension from the side of the unit to a enclosure wall
If wall height exceeds the unit height - more distance or open wall must be provided
Provide air space at each end of unit also equal to this distance or use partially open wall.

Opposite End Service access is required to both ends of the unit.
Safety codes require a minimum of 4 ft clearance at the control box end
End opposite the control box requires clearance for access to unit components

Product Drawing		Unit Tag: DST Air Cooled Chiller 001			 13600 Industrial Park Blvd. Minneapolis, MN 55441 www.DaikinApplied.com Software Version: 16.21		
Product: Trailblazer® Air-Cooled		Project Name: City of Cocoa Beach					
Model: AGZ006F		Sales Office: Daikin Applied (previously					
Sales Engineer: Donald Peterson		Oct. 22, 2024	Ver/Rev:	Sheet 1 of 1	Scale: NTS	Tolerance: +/-1.0"	Dwg Units: in [mm]
No change to this drawing may be made unless approved in writing by Daikin Applied. Purchaser must determine that the equipment is fit and sufficient for the job specifications.							

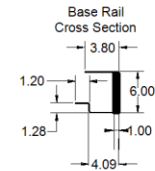
Mounting and Lifting

BASE FRAME TOP VIEW



NOTES:

- 1) L = LIFTING WEIGHT
- 2) M = MOUNTING LOAD
- 3) UNIT SHIPPING WEIGHT = 4459lb
- 4) UNIT OPERATING WEIGHT = 4512lb
- 5) MOUNTING HOLE SIZE = .75"
- 6) MOUNTING HOLES ONLY ON BOTTOM OF BASE
- 7) UNIT WIDTH DIMENSION DOES NOT INCLUDE 1 INCH THICKNESS OF THE LIFTING LUG ASSEMBLIES ON BOTH SIDES, WHICH MAY BE REMOVED AFTER INSTALLATION BUT MUST BE RETAINED FOR FUTURE LIFTING / UNIT REMOVAL



Trailblazer® Air-Cooled Scroll

Product: Trailblazer® Air-Cooled Scroll

Model: AGZ006F

Unit Tag: DST Air Cooled Chiller 001

Project Name: City of Cocoa Beach

Oct. 22, 2024

Ver/Rev:

Sheet: 1 of 1

Sales Office: Daikin Applied (previously Carroll Air

Sales Engineer: Donald Peterson

Scale: NTS

Tolerance: +/- 0.25"

Dwg Units: (in)



13600 Industrial Park Blvd. Minneapolis, MN 55441
www.DaikinApplied.com Software Version: 16.21

No change to this drawing may be made unless approved in writing by Daikin Applied. Purchaser must determine that the equipment is fit and sufficient for the job specifications.

AGZ-F Close Spacing Performance

Case 1 - Wall on One Side

For 4-6 fans: Use 4 ft minimum clearance from any solid height wall taller than unit.

For 8 fans: Use 6 ft minimum clearance from any solid height wall taller than unit. Refer to Case 4 for partial open wall.

For 10-14: Use 8 ft minimum clearance from any solid height wall taller than unit. Refer to Case 4 for partial open wall.

Case 2 - Two Units Side by Side - % Capacity Reduction & Power Increase for Different Spacing between Units.

Distance Between 2 Units # of Fans	4 Feet		5 Feet		6 Feet		8 Feet	
	% -Cap. Reduct. Unit	% Power Increase Unit	% -Cap. Reduct. Unit	% Power Increase Unit	% -Cap. Reduct. Unit	% Power Increase Unit	% -Cap. Reduct. Unit	% Power Increase Unit
4	0	0	0	0	0	0	0	0
6	1.0%	1.5%	0.5%	0.7%	0	0	0	0
8	2.0%	3.0%	1.2%	1.7%	0.5%	0.7%	0	0
10	2.5%	3.6%	2.0%	3.0%	1.4%	2.0%	0.7%	1.0%
12	NR	NR	NR	NR	2.5%	3.5%	2.0%	3.0%
14	NR	NR	NR	NR	3.0%	4.0%	2.5%	3.5%

Note (1): Distance between can only be reduced if the 8ft (2.4) clearance is on the outside of the two units for Coil removal.

Note (2): NR=Not recommended due to air recirculation and elevated condenser pressure and elevated power input.

Case 3 - Three Units Side by Side - For Outside Units on each side of the middle Unit - See Case 2 above.

% Capacity Reduction & Power Increase for Different Spacing for the middle Unit with a unit on each side.

Distance Between 2 Units # of Fans	4 Feet		5 Feet		6 Feet		8 Feet	
	% -Cap. Reduct. Unit	% Power Increase Unit	% -Cap. Reduct. Unit	% Power Increase Unit	% -Cap. Reduct. Unit	% Power Increase Unit	% -Cap. Reduct. Unit	% Power Increase Unit
4	1.0%	2.0%	0	0	0	0	0	0
6	NR	NR	1.0%	2.0%	0	0	0	0
8	NR	NR	NR	NR	2.0%	3.0%	1.4%	2.1%
10	NR	NR	NR	NR	3.0%	4.5%	2.0%	3.0%
12	NR	NR	NR	NR	4.0%	6.0%	3.0%	4.5%
14	NR	NR	NR	NR	5.0%	7.5%	4.0%	6.0%

Note (3): One Side of the middle Unit must have 8ft (2.4) clearance for Coil Removal.

Note (4): The center unit of 3 units located side by side is affected by the hot discharge from units on each side. Cool ambient air must come from the air space at unit ends.

Product Drawing		Unit Tag:DST Air Cooled Chiller 001		 13600 Industrial Park Blvd. Minneapolis, MN 55441 www.DaikinApplied.com Software Version: 16.21		
Product: Trailblazer® Air-Cooled		Project Name: City of Cocoa Beach				
Model: AGZ006F		Sales Office: Daikin Applied (previously Carroll Air				
Sales Engineer: Donald Peterson	Oct. 22, 2024	Ver/Rev:	Sheet: 1 of 3	Scale: NTS	Tolerance: +/-1.0"	Dwg Units: in [mm]
No change to this drawing may be made unless approved in writing by Daikin Applied. Purchaser must determine that the equipment is fit and sufficient for the job specifications.						

AGZ-F Close Spacing Performance

Case 4 Open Screening Walls - % open Wall area vs. Distance in Ft. from Unit

% Open Wall Area		0%	10%	20%	30%	40%	50%
# of Fans	Distance from Wall						
4	Ft	5.0	4.4	4.0	4.0	4.0	4.0
6	Ft	6.0	5.4	4.8	4.0	4.0	4.0
8	Ft	6.5	5.9	5.4	4.5	4.0	4.0
10	Ft	7.0	6.4	5.8	5.2	4.6	4.0
12	Ft	8.0	7.4	6.8	6.2	5.6	5.0
14	Ft	8.0	7.4	6.8	6.2	5.6	5.0

Note (1): One Side of the Unit
must have 8ft (2.4) clearance
for Coil Removal

Case 5 Pit/Solid Wall Installation - % Full Load Capacity Reduction

Height of Wall (ft)		Up to 8	10	12	13	14
# of Fans	Distance from Wall					
4	4 Ft	0.0%	1.4%	6.0%	Not Allowed	
	5 Ft	0.0%	0.8%	3.2%	6.0%	
	6 Ft	0.0%	0.0%	0.8%	1.6%	3.0%
6-8	< 5 Ft	Not Allowed				
	5 Ft	0.5%	1.5%	6.0%		
	6 Ft	0.0%	0.8%	3.2%	6.0%	
	8 Ft	0.0%	0.0%	0.9%	1.6%	3.0%
10	< 6 Ft	Not Allowed				
	6 Ft	0.5%	1.5%	6.0%		
	8 Ft	0.0%	0.8%	3.3%	6.0%	
	10 Ft	0.0%	0.0%	0.8%	1.6%	3.0%
12-14	< 6 Ft	Not Allowed				
	6 Ft	0.8%	1.8%	7.2%		
	8 Ft	0.0%	1.0%	4.0%	7.2%	
	10 Ft	0.0%	0.0%	1.0%	1.9%	3.6%

Case 5 Pit/Solid Wall Installation - % Full Load Power Increase

Height of Wall (ft)		Up to 8	10	12	13	14
# of Fans	Distance from Wall					
4	4 Ft	0.6%	2.0%	9.0%	Not Allowed	
	5 Ft	0.3%	1.2%	4.8%		
	6 Ft	0.0%	0.0%	1.2%	2.5%	4.5%
6-8	< 5 Ft	Not Allowed				
	5 Ft	0.7%	2.1%	9.0%		
	6 Ft	0.4%	1.2%	4.8%		
	8 Ft	0.0%	0.0%	1.2%	2.4%	4.5%
10	< 6 Ft	Not Allowed				
	6 Ft	0.6%	2.1%	9.0%		
	8 Ft	0.4%	1.2%	4.7%		
	10 Ft	0.0%	0.0%	1.2%	2.4%	4.6%
12-14	< 6 Ft	Not Allowed				
	6 Ft	0.7%	2.5%	10.8%		
	8 Ft	0.5%	1.4%	5.6%		
	10 Ft	0.0%	0.0%	1.4%	2.9%	5.5%



Engineered Cooling Services SERVICE PROPOSAL

TO: **City of Cocoa Beach**
1600 Minuteman Causeway
Cocoa Beach, FL 32913

PROJECT: **Replace Chiller**

LOCATION: **Clubhouse Chiller**

ATTN: **Bryan Thomas**

PROPOSAL #: **Q-10-2024-371377**

PHONE: **321-302-2590**

DATE: **October 23, 2024**

EMAIL: **Bryan.Thomas@cityofcocoa beach.com**

JOB NO:

Thank you for the opportunity of providing you with this proposal!

Executive Summary During a recent diagnosis, our service technician found refrigerant leaks in four of the 6 condenser coils. This chiller shows a lot of corrosion on remaining coils and all compressors. Given the overall poor condition **ECS recommends replacement over repair.**



Engineered Cooling Services is pleased to propose the following: All necessary labor, refrigerant and materials to remove and replace the four leaking condenser coils.

Scope of Service:

- Secure Permitting before project commencement.
- Advise client upon arrival, review scope of service.
- Lock out/tag out chiller at main breaker to begin work.
- Shut down external pump system.
- Disconnect all high and low voltage from chiller.
- Disconnect CHW piping from existing isolation valves to chiller.
- ECS to provide Crane to remove/set chiller in place
 - Crane must have clear path to setup on east side of building.
 - Delivery of chiller by ECS included.
- Using crane, remove chiller from rooftop.
 - ECS to dispose of old equipment and refrigerant, off site, per EPA guidelines.
- Install new piping between existing isolation valves and new chiller.
- New piping to include:
 - New temperature gauges
 - New Flow Proving switch
- Install new electrical Junction box and extend existing electrical circuitry as needed.
- Using Crane, set new chiller onto existing concrete with new rubber vibration isolation.

- New **Daikin** chiller specifications on the following page.



- **Daikin** - Model AGZ006F Trail Blazer.
- Refrigerant Type: R32
- Power: 460/3/60 Application.
- Across the line starter with single point disconnect switch.
- Scroll compressors.
- BACnet ms/tp & Modbus card integrated.
- Hinged control panel access doors.
- Stainless steel plate/frame heat exchanger.
- **The condenser coils and coil frames are submerged and electrically charged with baked epoxy coating providing 10,000 Hour Salt Spray Resistance.**
- **Aftermarket cabinet and base frame salt spray coating included.**
- **Manufacturer's first (1st) year parts & labor warranty from date of equipment start-up not.**
- **Manufacturer's second (2nd) through fifth (5th) year compressor parts only warranty from date of equipment start-up.**

- Modify and install existing electrical feed into new system.
- Chiller to be programmed to run in stand alone.
 - Pricing to integrate into existing building automation, not included in proposal.
- Perform start up on new system.
 - Check and confirm systems complete operation.
- Clean up work area, and check out with customer.
- Coordinate final inspection.

Price: \$148,940.00

Lead time on new chiller is 18-20 weeks from factory

Terms:

1. Work is to be performed during normal hours of operation Monday-Friday, overtime premiums excluded.



Engineered Cooling Services SERVICE PROPOSAL

2. Proposal is subject to progress billings.
3. Proposal is for specified work only.
4. Proposal is subject to revision if not accepted within 30 days of receipt.
5. Proposal is subject to the attached Terms and Conditions.
6. Payment terms are Net 30.

SUBMITTED BY: CARSON FINN

SUBMITTED BY: _____

BY: _____

BY: _____

TITLE: PROJECT SALES ENGINEER

TITLE: _____

PHONE: (407) 982 – 0278



Engineered Cooling Services SERVICE PROPOSAL

1. **OFFER AND ACCEPTANCE:** Company offers to sell the materials, equipment and services indicated in strict accordance with the terms and conditions stated herein. Submittal of a Purchase Order or execution of this offer by Client, or allowing Company to commence work shall be deemed an acceptance of this offer, which offer and acceptance shall constitute a legally enforceable contract between Client and Company. Any additional or differing terms and conditions contained on Client's Purchase Order (whether or not such terms materially alter this offer) are hereby rejected by Company and shall not become part of the contract between Client and Company unless expressly consented to in writing by Company. This offer is subject to acceptance within 30 days after date and is based on all work being performed during regular working hours.
2. **TERMS:** Terms of Payment for goods shipped and/or services rendered hereunder shall be NET or RECEIPT of INVOICE. Company reserves the right to add to any account outstanding more than thirty (30) days a charge of one and one-half (1-1/2%) percent of the principal amount due at the end of each thirty (30) day period.
3. **INVOICING:** Company reserves the right to issue partial or complete INVOICES as material is furnished and as services are rendered.
4. **PERFORMANCE:** Company shall not be liable for failure to ship or delays in delivery of equipment or performance of services hereunder where such failure or delay is due to the disapproval of the Company's Credit Department, or due to strikes, fires, accidents, national emergency, failure to secure materials from the usual sources of supply, or any other circumstance beyond the control of the Company, whether of the class of causes enumerated above or not, which shall prevent Company from making deliveries or performing services in the usual course of business. In the event of the disapproval of the Company's Credit Department or the occurrence of any of the above, Company may, at its sole option, cancel Client's Purchase Order without the liability on the part of the Company. Alternatively, Company may extend the time for its performance by a period equal to the duration of the cause underlying Company's failure or delay. Receipt of the equipment or services by Client upon its delivery shall constitute a waiver of all claims for delay.
5. **WARRANTY:** Company guarantees service work and all materials of Company manufacture against defects in workmanship and material for 90 days from date of completion of the work and will repair or replace F.O.B. point of manufacture or shipment such products or components as Company finds defective. This warranty does not include the cost of labor to remove or reinstall any defective components, nor does this warranty include cost of handling, shipping or transportation involved in supplying replacements for defective components. This warranty does not include the replacement of refrigerant lost from the system after completion of the work. On machinery and materials furnished by Company, but manufactured by others, Company will extend the same guarantee it receives from the manufacturer.

THIS WARRANTY AND LIABILITY SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED, IN LAW OR IN ACT, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES CONTAINED HEREIN SET FORTH CLIENT'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A DEFECT IN WORKMANSHIP OR MATERIALS.

6. **PATENTS:** If there is bought against the Client any suit or proceeding based on a claim that an apparatus, or any part thereof, furnished under this contract constitutes an infringement of any patent of the United States, Company, if notified promptly in writing and given authority, information and assistance by the Client for the defense of same, will defend same and pay all expenses and costs which may be awarded therein against the Client. In the event that the Client has complied with the conditions just stated and the apparatus, or any part thereof, is held to constitute infringements and its use enjoined, Company, in lieu of all other liability except as above stated, will, at its own expense, either procure for the Client the right to continue using said apparatus, or replace same with non-infringing apparatus, or modify it so it becomes non-infringing, or remove said apparatus and refund the purchase price thereof, but Company's liability shall in no case exceed the purchase price of said infringing apparatus.
7. **LIMITATION OF LIABILITY:** All claims, causes of action or legal proceedings against Company arising from Company's performance under this contract must be commenced by Client within the express warranty period specified under Paragraph 6 hereof. Failure to commence any such claim, cause of action or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof by Client. IN NO EVENT SHALL COMPANY'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY COMPANY FROM CLIENT UNDER THE INSTANT CONTRACT, NOR SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THESE LIMITATIONS ON DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT, WARRANTY, TORT OR STRICT LIABILITY.
8. **DELIVERY:** Shipping dates are approximate only. No shipping date requested or specified by Client will be binding on Company unless such request or specification is specifically agreed to in writing by an officer of Company. Shipment shall be F.O.B. factory, with title passing to Client upon delivery to the carrier by Company.
9. **CANCELLATION:** Company reserves the right to collect cancellation charges (including but not limited to all costs and expenses incurred, plus reasonable overhead and profit against any canceled order).
10. **DISPUTES AND CHOICES OF LAWS:** This contract shall be deemed to have been entered into and shall be governed by the laws of the State of Florida. All claims, disputes and controversies arising out of or relating to this contract, or the breach thereof, shall, in lieu of court action, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The site of the arbitration shall be Pensacola, FL, unless another site is mutually agreed between the parties. The parties agree that any part of the arbitration shall be entitled to discovery of the other party as provided by the Federal Rule of Civil Procedure; provided, however, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the American Arbitration Association.
11. **COST TO COMPANY:** In the event it becomes necessary for Company to incur any costs or expenses in the collection of monies due Company from Client, or to enforce any of its rights or privileges hereunder, Client, upon demand shall reimburse Company for all such costs and expenses (including, but not limited to, reasonable attorney's fees).
12. **ENTIRE AGREEMENT:** These terms and conditions, and the matter set forth on the face of Company's offer to sell, constitute the entire agreement between Company and Client. No course of dealings or performance, or prior, concurrent or subsequent understandings, agreements or representations become part of this contract unless expressly agreed to in writing by an authorized representative of Company.
13. **ASSIGNMENT:** Client shall not assign this contract or any interest therein without the prior written consent of Company. Any actual or attempted assignment without Company's consent shall entitle Company, at its sole option, to cancel this contract and, in such event, Company shall be entitled to payment for all work performed and materials furnished to the date of cancellation, as well as reasonable compensation for lost income and profits.

By signing the below line, you are confirming that you have read and understand this paragraph and that you agree to the Terms and Conditions listed above.

Signature: _____ Date: _____