



Meeting Agenda
Thursday, December 5, 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.cityofcocoabeach.com.
Meeting Video Archives: www.cityofcocoabeach.com

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

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

Speaking Courtesy Rules:

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

Approval Of Order Of Business:

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

Appealing a Decision:

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

American with Disabilities Act:

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

THANK YOU for participating in your Cocoa Beach City Government.

A. MEETING CALLED TO ORDER

1. Pledge of Allegiance
2. Invocation by Troy Stanley, Pastor, First Christian Church of Cocoa Beach
3. Roll Call

B. ORGANIZATIONAL MEETING

1. Adopt Resolution 2024-27 - A resolution of the City Commission of the City of Cocoa Beach, Florida, sitting as an Election Canvassing Board to certify the results of the General Election, held on November 5, 2024, for:
Mayor/Commissioners Seat No. 1, Commissioner Seat No. 2., Commissioner Seat No. 3.

Adopting this Resolution certifies that
Keith Capizzi re-elected to Seat No. 1 Mayor/Commissioner
Joshua Jackson elected to Seat No. 2 Commissioner
Tim Tumulty elected to Seat No. 3 Commissioner
Staff Representative: Karin Grooms, City Clerk

2. Oath of Office

Seat #3 - Commissioner Tim Tumulty (Sworn in Commissioner sits at the Commission Dais)

3. Comments from Incoming Commission Members

4. Appoint a Vice-Mayor to serve until the 2026 Organizational Meeting.
(The Vice-Mayor's past rotation schedule appointment is as follows: Seats 5, 2, 4, and 3)
2025 - **(Seat 3 is next in rotation if following past practice)**
2023/24 – Hutcherson, Seat **5**
2022 - Capizzi Seat **2**;
2021 - Williams Seat **4**;
2020 - Woulas Seat **3**;
2019 - Miller Seat **5**;
Staff Representative: City Commission

C. APPROVAL OF THE AGENDA

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

D. PRESENTATION

1. Cocoa Beach Police Department awarded re-accreditation from the Commission for Florida Law Enforcement Accreditation.
Staff Representative: Wes Mullins, Police Chief

E. 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.

F. STAFF REPORTS AND ANNOUNCEMENTS

1. City Manager - City and Project updates. Power Point

G. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS

H. CITY COMMISSION REPORTS AND ANNOUNCEMENTS

I. CONSENT AGENDA

1. Approve the November 7th City Commission Meeting Minutes
Staff Representative: Karin Grooms, City Clerk
2. Request to approve extension of continuing engineering services agreements
CB 20-005 Mead & Hunt, Jacobs Engineering, and Bowman
Staff Representative: Brad Kalsow, Water Reclamation/Public Works Director,
Devan Taly, Director of Grants & Special Projects

3. Request to Approve Professional Lobbying Services Agreement with Smith and Associates. This is a budgeted item.
Staff Representative: Wayne Carragino, City Manager, Devan Taly, Director of Grants & Special Projects
4. Requesting permission to execute the contract with W&J Construction for the Bicentennial Park Improvements project.
This is a budgeted item.
Total Cost: \$3,735,815.60
Staff Representative: Scott Maxim, Project Manager
5. Ratify the following three-year union contract, for the period of October 1, 2024 to September 30, 2027, between the City of Cocoa Beach and The Laborers' International Union of North America (LIUNA) Local 630
Staff Representative: Cindy DePina, Human Resources Director
6. Approve Resolution 2024-28, A Resolution of the City Commission of the City of Cocoa Beach, Brevard County, Florida, Dissolving and Disbanding the Sustainability Committee; and Land Management Committee; and providing an effective date.
Staff Representative: Wayne Carragino, City Manager
7. Adopt Resolution 2024-29, A Resolution of the City Commission of the City of Cocoa Beach, Florida, creating a Sustainable Land Advisory Committee; providing for membership; providing for terms of office; providing for duties; providing for rules of procedure; providing for reporting responsibility; and providing for an effective date.
Staff Representative: Wayne Carragino, City Manager
8. Approve Waterfront Solutions to construct ADA Dune Crossovers at Osceola Ln and Fischer Park for \$209,750. This is a budgeted item.
Staff Representative: Brad Kalsow, Water Reclamation/Public Works Director, Morgan Zuhlke, Stormwater Utility Manager
Recommendation: Approve

J. ITEMS REMOVED FROM THE CONSENT AGENDA

K. UNFINISHED BUSINESS

1. ADOPT ORDINANCE 1694 ON SECOND READING: AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA, ADOPTING A NEW CHAPTER 13.1, "MISLEADING ADVERTISING", TO THE CODE OF ORDINANCES OF THE CITY OF COCOA BEACH, PROHIBITING MISLEADING ADVERTISING WITH A RATIONAL NEXUS TO THE CITY OF COCOA BEACH; AND PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

Staff Representative: Loren Wiltse - Principal Planner, David Dickey - Development Services Director

Staff Recommendation: Approve Second Reading and Adopt Ordinance 1694 "Misleading Advertising"

L. NEW BUSINESS

1. Consider recognizing Brian Johnson, Cocoa Beach Resident and Cocoa Beach High School Baseball Coach by adding his name to the City entrance sign.

Representative: Tim Tumulty, Commissioner

Recommendation: Approve

2. Discuss the design and construction budget for Fire Station 50.

Staff Representative: Jeremy Hutcherson, Commissioner

Recommendation: Re-consider path forward for Fire Station 50

3. Approve Proposed FY 26 Budget Cycle Milestone Dates

Staff Representative: Jeremy Hutcherson, Commissioner

Recommendation: Approve revised Sections 3.01 & 5.01, in accordance with redline updates

4. Discuss revision to Cocoa Beach city ordinance; 2-7.1 Competitive Bidding.

Staff Representative: Jeremy Hutcherson, Commissioner

Recommendation: Approve proposed redline to Sec. 2-7.1

5. Approve proceeding forward with the Port Wastewater Agreement Update
The Task Order is in conformance with the Agreement for Continuing Engineering Services RFQ CB20-005 dated December 3, 2020, between the City of Cocoa Beach (OWNER) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

The project includes modifications to Chapter 19 of the city's code of ordinances and modification of Article II, Industrial Pretreatment Program. The existing Port Canaveral wastewater service and maintenance contract will be amended. Proposed amendments will include modification of charges to adequately fund existing and future costs incurred by the City of Cocoa Beach. This includes increased costs associated with regulatory compliance, depreciation, collection system maintenance, treatment plant upgrades, administrative and operational expenses. Proposed changes to the current agreement will establish an equivalency between customer traffic, sewage strength and flow. The equivalency will be used to create a monthly rate based upon a combination of flow and the number of visitors per month that pass through the port facilities. This new equivalency charge would be used as a basis for calculating monthly payments that utilize a combined rate for flow and charges per customer as the basis of wholesale charges to be paid for sewer service. This is a budgeted item for \$71,520.

Staff Representative: Brad Kalsow, Water Reclamation, Wayne Carragino, City Manager

Recommendation: Approve

6. Requesting permission to contract All-Rite Fence Services under our continuing services agreement using reserve funds to replace the driving range net posts that snapped during Hurricane Milton.
This is an unbudgeted item.
Total Cost: \$184,179.43

Requesting permission to contract All-Rite Fence Services under our continuing services agreement using reserve funds to provide and install a chain link fence continuing from the end of the new net posts being installed and tying in to an existing chain link fence to the west.
Both of these items need to be approved together. Without these barriers in place, golfers could be hit by balls from the driving range.
This is an unbudgeted item.
Total Cost: \$54,726.65
Staff Representative: Scott Maxim, Project Manager
Recommendation: Approve

7. Approve the Scope of Services for Engineering and Design in the amount of \$174,561.47 from Black & Veatch Corporation to perform work on Gravity Sewer Pipe Replacement/Repair Project for the intersection of A1A and Wakulla Lane, and North Banana River and W. Columbia Lane.
\$200,000 is budgeted this fiscal year for engineering and design services for gravity sewer pipe.
Staff Representative: Brad Kalsow, Water Reclamation/Public Works Director
Recommendation: Approve
8. Approve the purchase of the Cocoa Isles Playground equipment replacement project in the amount of \$76,291.
This is a budgeted item.
Staff Representative: Brad Kalsow, Water Reclamation/Public Works Director
Recommendation: Approve

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

N. ADJOURNMENT

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Clerk /

MEETING DATE

December 5, 2024

REQUESTED MOTION/ACTION

Adopt Resolution 2024-27 - A resolution of the City Commission of the City of Cocoa Beach, Florida, sitting as an Election Canvassing Board to certify the results of the General Election, held on November 5, 2024, for:
Mayor/Commissioners Seat No. 1, Commissioner Seat No. 2., Commissioner Seat No. 3.

Adopting this Resolution certifies that
Keith Capizzi re-elected to Seat No. 1 Mayor/Commissioner
Joshua Jackson elected to Seat No. 2 Commissioner
Tim Tumulty elected to Seat No. 3 Commissioner
Staff Representative: Karin Grooms, City Clerk
Staff Representative:
Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

***** Official Results *****

**CERTIFICATE OF COUNTY CANVASSING BOARD
BREVARD COUNTY**

For City of Cocoa Beach Mayor/Commissioner, Seat 1, the whole
number of votes cast was 7,331 of which

Keith Capizzi	received	4,060 votes
Dave Netterstrom	received	3,271 votes

For City of Cocoa Beach Commissioner, Seat 2, the whole number of
votes cast was 6,793 of which

Angela Cobb	received	2,743 votes
Joshua Jackson	received	4,050 votes

For City of Cocoa Beach Commissioner, Seat 3, the whole number of
votes cast was 6,792 of which

Michael B. Johnson	received	2,608 votes
Tim Tumulty	received	4,184 votes

RESOLUTION NO. 2024-27

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA, SITTING AS AN ELECTION CANVASSING BOARD CERTIFYING THE RESULTS OF THE NOVEMBER 5, 2024, ELECTIONS AS FOLLOWS:

- KEITH CAPIZZI, ELECTED AS MAYOR-COMMISSIONER SEAT 1, FOR A FOUR-YEAR TERM;
- JOSHUA JACKSON, ELECTED AS COMMISSIONER SEAT 2, FOR A FOUR-YEAR TERM;
- TIM TUMULTY, ELECTED AS COMMISSIONER SEAT 3, FOR A FOUR-YEAR TERM,
-

WHEREAS, the following candidates were elected:

Keith Capizzi, Seat 1, for a four-year term, expiring in November 2028

Joshua Jackson, Seat 2, for a four-year term, expiring in November 2028 and

Tim Tumulty, Seat 3, for a four-year term, expiring in November 2028; and

WHEREAS, as of October 31, 2024, there were 9,975 registered voters in Cocoa Beach; and

NOW, THEREFORE, BE IT RESOLVED that with the approval of this Resolution, we do hereby declare that:

- Keith Capizzi, Mayor-Commissioner Seat No. 1, is elected for a four-year term,
- Joshua Jackson, Commissioner Seat No. 2, is elected for a four-year term,
- Tim Tumulty, Commissioner Seat No. 3, is elected for a four-year term,

Upon Motion by Commissioner _____ and Seconded by Commissioner _____, this Resolution is duly adopted at a Regular Meeting of the City Commission of the City of Cocoa Beach, Florida, held on the 05 day of December, 2024.

ATTEST:

Ayes: _____

Nays: _____

Absent or Abstaining: _____

Keith Capizzi, Mayor-Commissioner

Karin Grooms, City Clerk, CMC, MPA

EXHIBIT A: OFFICIAL RESULTS

For City of Cocoa Beach Mayor/Commissioner, Seat 1, the whole number of votes cast was 7,331 of which

Keith Capizzi	received	4,060 votes
Dave Netterstrom	received	3,271 votes

For City of Cocoa Beach Commissioner, Seat 2, the whole number of votes cast was 6,793 of which

Angela Cobb	received	2,743 votes
Joshua Jackson	received	4,050 votes

For City of Cocoa Beach Commissioner, Seat 3, the whole number of votes cast was 6,792 of which

Michael B. Johnson	received	2,608 votes
Tim Tumulty	received	4,184 votes

**City of Cocoa Beach City Commission
Agenda Item Summary**

**DEPARTMENT MAKING
REQUEST/NAME:**

City Clerk /

MEETING DATE

December 5, 2024

REQUESTED MOTION/ACTION

Seat #3 - Commissioner Tim Tumulty (Sworn in Commissioner sits at the Commission Dais)

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:



City of Cocoa Beach

P.O. Box 322430,
2 South Orlando Avenue Cocoa
Beach, Florida 32932-2430
www.cityofcocoa-beach.com

CITY OF COCOA BEACH, FLORIDA

OATH OF OFFICE

CITY COMMISSIONER – SEAT 3

Date: December 05, 2024

I, Tim Tumulty, do solemnly swear:

- that I will support, protect, and defend the Constitution and Government of the United States and of the State of Florida;
- 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 City of Cocoa Beach Commissioner, on which I am now about to enter.

Tim Tumulty - Commissioner

ATTEST:

Karin Grooms, City Clerk, CMC

**City of Cocoa Beach City Commission
Agenda Item Summary**

DEPARTMENT MAKING /
REQUEST/NAME:

MEETING DATE December 5, 2024

REQUESTED MOTION/ACTION

Approve the November 7th City Commission Meeting Minutes

Staff Representative: Karin Grooms, City Clerk

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

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

A. MEETING CALLED TO ORDER

1. Pledge of Allegiance
2. Invocation by Mark Wodka, Reverend, Space Coast Seafarers Ministry
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
Devan Taly - Project/Grant Coordinator CRA Administrator
Scott Maxim - Project Manager
Morgan Zuhlke - Stormwater Utilities Manager
Brad Kalsow - Water Reclamation Director
Randy Stevenson - Director
Jonathon Mickler - Fleet Director
Justin Grimes - Fire Chief
Brian Thomas - Building Maintenance Supervisor
Laird McLean – Director of Leisure Services
Cody Dingee – Controller
Loren Wiltse – Principal Planner
Cindy Depina – Human Resources Director
Jessica Hope – Deputy Human Resources Director
Andrea Segara – Assistant Director
Justin Grimes – Fire Chief
Wes Mullins – Police Chief
Jay Castillo – Chief Building Official

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

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.)

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

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.

Commissioner elect Tim Tumulty spoke on the national surfing event this weekend and the silent auction. He spoke about his concern with bikes and asked that it be put it on a future agenda. Rick Anderson thanked Commissioner Karalyn Woulas and mentioned the committee task force who ran the ADA beach accessibility. Asked to bring it up as discussion.

C. STAFF REPORTS AND ANNOUNCEMENTS

No Reports

D. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS

No Reports.

E. CITY COMMISSION REPORTS AND ANNOUNCEMENTS

Commissioner Woulas thanked the staff and commission and congratulated recent election winners. Hutcherson noted the peaceful and quick election. Williams thanked Ms. Woulas and stated his enjoyment working with her. Ms. Becky Vose, City Attorney stated her pleasure working with Commissioner Woulas. Mayor Keith Capizzi also stated his pleasure working with Commissioner Woulas and the rest of the commission. He congratulated everyone who won and appreciated everyone's involvement

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

F. CONSENT AGENDA

MOTION BY WILLIAMS/WOULAS

I MOVE TO APPROVE THE CONSENT AGENDA AS READ

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

1. Approve the October 24th City Commission Meeting Minutes

Staff Representative: Karin Grooms, City Clerk

2. Adopt Resolution No. 2024-24 _A Resolution of the City Commission of the City of Cocoa Beach, Florida, amending the 2025 budget for projects not completed the prior fiscal year.

Staff Representative: Cody Dingee, Controller

3. Adopt Resolution No. 2024-26 A RESOLUTION OF THE CITY OF COCOA BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2023-2024 WHICH BEGINS OCTOBER 1, 2023, AND ENDS SEPTEMBER 30, 2024, INCLUDING ADJUSTMENTS FOR REVENUES AND EXPENDITURES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS BY THE CITY MANAGER; AND PROVIDING FOR SCRIVENER'S ERRORS, CONFLICTS, SERVERABILITY, AND EFFECTIVE DATE.

Staff Representative: Cody Dingee, Controller

4. Request to cancel the following City Commission meetings:

- November 21, 2024
- December 19, 2024
- January 2, 2025

Staff Representative: Wayne Carragino, City Manager

5. Request permission to enter contract negotiations with Jacobs Engineering Group for the Cedar, Woodland, Brevard Stormwater Design/Engineering Services CB24-014

Staff Representative: Devan Taly, Director of Grants & Special Projects, Morgan Zuhlke, Stormwater Manager

6. Requesting permission from the commission to contract Playworx Playsets LLC to replace the CB Aquatic Shade. This is a budgeted item.

Staff Representative: Laird McLean, Leisure Services Director.

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

B. ITEMS REMOVED FROM THE CONSENT AGENDA

C. UNFINISHED BUSINESS

1. ADOPT ORDINANCE NO. 1688 ON SECOND READING: AN ORDINANCE OF THE CITY OF COCOA BEACH, BREVARD COUNTY, FLORIDA, AMENDING THE COMPREHENSIVE PLAN TITLE TO BE "CITY OF COCOA BEACH COMPREHENSIVE PLAN 2045"; AMENDING DEFINITIONS TO BE CONSISTENT WITH THE LDC; AMENDING SECTION I "FUTURE LAND USE ELEMENT" INTRODUCTION DATA TO REFLECT CURRENT POPULATION ANALYSIS AND FORECASTING FUTURE GROWTH, AND AMENDING POLICY I.1.1 AND I.1.2, AND AMENDING FLUE MAPS TO CHANGE DATES TO 2045; AMEND SECTION II, "COASTAL MANAGEMENT ELEMENT" INTRODUCTION DATA AND ANALYSIS AND POLICY I.1.1 ADDING NORTH THOUSAND ISLANDS MANAGEMENT PLAN DATA; AMENDING SECTION III "CONSERVATION ELEMENT" UPDATING THE INTRODUCTION DATA AND ANALYSIS TO INCLUDE LISTED PLANT AND ANIMAL SPECIES; AMENDING SECTION IV, "RECREATION AND OPEN SPACE ELEMENT" INTRODUCTION DATA AND ANALYSIS TEXT AND POLICY I.1.3 TO REFLECT A 2045 PLANNING HORIZON; AMENDING SECTION V, "HOUSING ELEMENT" INTRODUCTION TEXT TO REFLECT CURRENT POPULATION AND GROWTH TRENDS THOUGH 2045; AMENDING SECTION VII "INFRASTRUCTURE ELEMENT" INTRODUCTION DATA AND ANALYSIS TEXT AND POLICY'S I.1.1, I.1.3, I.1.6, AND POLICY'S I.2.2 – I.2.4 TO REFLECT THE CITY'S CURRENT POTABLE WATER SERVICE PROVIDER, AND PROVIDE CONSISTENCY WITH THE CITY'S POTABLE WATER CONTRACTUAL AGREEMENT; AMEND SECTION VIII "MOBILITY ELEMENT" POLICY'S I.1.3, I.1.20 AND I.13.1 TO REFLECT CURRENT TRANSPORTATION PRIORITIES, AND UPDATE MOBILITY MAPS TO REFLECT 2024 CONDITIONS AND ANTICIPATED 2045 CONDITIONS; AMENDING SECTION IX "CAPITAL IMPROVEMENT ELEMENT" TO REFLECT RECENT CIP TABLES; AND PROVIDING FOR FINDINGS, CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Ordinance 1688 is an update to the Comprehensive Plan.

Staff Representative: Randy Stevenson, Development Services Director
Recommendation: Adopt Ordinance 1688 and authorize transmittal of adoption to the Florida Commerce Department within 10 working days of adoption

MOTION BY WILLIAMS/WOULAS
I MOVE TO ADOPT ORDINANCE 1688 ON THE SECOND READING.
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

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

2. ADOPT ORDINANCE 1689 ON SECOND READING: 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 (NFIP); 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.

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: Randy Stevenson, Development Services Director
Recommendation: Adopt Ordinance 1689 (Flood Prevention Provisions) and authorize transmittal of adoption to the Florida Division of Emergency Management (FDEM) and Federal Emergency Management Agency (FEMA).

MOTION BY WILLIAMS/HUTCHERSON
I MOVE TO ADOPT ORDINANCE 1689 ON THE SECOND
READING VOICE VOTE ON THE MOTION CARRIED
UNANIMOUSLY.

mentioned effective cost balance initiative Williams inquired
about language

Mr. Stevenson stated that there is no additional cost. And mentioned the increase would happen if we don't do this

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

D. NEW BUSINESS

1. Request 2025 budget to add (1) Code Enforcement Officer, dedicated to managing Short Term Rental (STR) registration and enforcement.

Staff Representative: Jeremy Hutcherson, Vice-Mayor

Recommendation: Discuss

MOTION BY WILLIAMS/HUTCHERSON

I MOVE TO CONTINUE DISCUSSION ON THE DECEMBER 5TH COMMISSION MEETING. VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Commissioner Williams mentioned registration regulations for STRs stated that the process has been in place for 6 years. Inquired how many are registered. Stated that we don't have manpower to get the STRs registered. Would like to avoid hiring another code enforcement officer or for it to go to a vote

Vice Mayor Hutcherson stated that it is a big issue for residents. Stated he doesn't think it's a full-time job and a contract position instead. Have a dedicated person on registering STRs. Capizzi stated that STRs and E-bikes are some major issues. Stated Jill is willing to help. Stated he spoke to someone with a lot of knowledge on the issue. If we don't have staff, there are people willing to do it for free. Suggested a part timer who can work with volunteers. Hutcherson stated that we can share resources with Canaveral. Hutcherson mentioned confusion on the website. Jackson stated his approval of Hutcherson bringing this forward. Is for a task force of volunteers amplified by city employees. Mentioned establishing a standing board.

Ms. Vose stated her concern is giving them a name and giving them "Power" stated sunshine law could get in the way of the volunteers. It could happen just not make it formal. Woulas stated that with a dedicated employee catching violations would pay for that employee.

Williams stated someone who had homestead exemption. If they rent it, they lose that homestead exemption. Capizzi reiterated part position.

Wayne wanted to look into a full-time employee. And is for contract or part time employee. Agreed with Hutcherson. Williams suggested draft an announcement for a position and bring something in writing for the December 5th meeting

Williams//Hutcherson

Rick Anderson Stated that he is involved with volunteers and stated that relying on volunteers is an issue. Stated his agreement with a dedicated employee.

Elect Tumulty thanked Hutcherson and stated his discussions with residents air.dma.co and discussed money used for resources to find violations on STRs stated that meetings on this need to happen more often. Suggested the fine is substantially higher. Mentioned the amount of Air B&B is in the 1000,s stated we could have 3-5 more code officers

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

Jackson mentioned contracting out enforcers and pay them for resources. Williams reiterated his motion for a part timer. Jackson reiterated Tumulty notion that 1 person cannot do this by themselves. Williams stated the # of registered rentals is in the 1000s Capizzi mentioned volunteers helping the one person Jackson suggested giving Caraginno a wide berth and added pushing significantly to getting this.

2. Request to approve a contract with Mead & Hunt for the Inflow & Infiltration Abatement Program CB24-012

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

Recommendation: Approve

MOTION BY HUTCHERSON/JACKSON

I MOVE TO APPROVE THE CONTRACT WITH MEAD & HUNT FOR THE INFLOW & INFILTRATION ABATEMENT PROGRAM.

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Mr. Brad Kalsow, Water Reclamation/ Public works Director, stated that it's part of the SRF 15 and that it is shown in the expenses and revenue. He added that it is a multiyear project and is broken down in the budget

3. ADOPT ORDINANCE 1694 ON FIRST READING: AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA, ADOPTING A NEW CHAPTER 13.1, "MISLEADING ADVERTISING", TO THE CODE OF ORDINANCES OF THE CITY OF COCOA BEACH, PROHIBITING MISLEADING ADVERTISING WITH A RATIONAL NEXUS TO THE CITY OF COCOA BEACH; AND PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

Ordinance 1694 is intended to protect the City of Cocoa Beach and its residents, business owners, and visitors to ensure that potential visitors are not lured to the City of Cocoa Beach through misleading, false, fraudulent or deceptive advertisements, and are thereby made subject to unexpected and unpleasant enforcement actions that would not occur, but for misleading, false, fraudulent or deceptive advertisements.

Staff Representative: Loren Wiltse - Principal Planner, Randy Stevenson - Development Services Director

Recommendation: Adopt

Ms. Vose stated that this has been effective idea

MOTION BY WILLIAMS/HUTCHERSON

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

I MOVE TO APPROVE ORDINANCE 1694 ON THE FIRST
READING VOICE VOTE ON THE MOTION CARRIED
UNANIMOUSLY.

Hutcherson inquired if it was a tool to help with vacations rentals Ms. Vose reiterated that it is. Commissioner Jackson inquired about the tool.
Ms. Vose described how the tool worked and could be an outlier in helping with STR registrations. Commissioner Williams asked to bring it back for a 2nd reading at the December 5th Commission Meeting. Mayor Capizzi stated that it was a great meeting concerning STRs.

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

F. ADJOURNMENT

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Manager /
Brad Kalsow, Director of Water Reclamation

MEETING DATE

December 5, 2024

REQUESTED MOTION/ACTION

Request to approve extension of continuing engineering services agreements CB 20-005 Mead & Hunt, Jacobs Engineering, and Bowman

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

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

Budgeted

BACKGROUND:

The following Continuing Engineering Services Agreements are being extended:

Mead & Hunt

Jacobs Engineering

Bowman

**CITY OF COCOA BEACH
FIRST EXTENSION AGREEMENT FOR CONTINUING
ENGINEERING SERVICES RFQ CB20 005**

**CITY OF COCOA BEACH, FLORIDA
STANDARD EXTENSION AGREEMENT**

THIS STANDARD EXTENSION AGREEMENT 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 Bowman Consulting Group, LLC, hereinafter referred to as “Consultant ”, concerning that certain agreement dated the ____ day of _____, and entitled _____ (“Agreement”).

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the Consultant ’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 Consultant s and subcontractor; 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

**CITY OF COCOA BEACH
FIRST EXTENSION AGREEMENT FOR CONTINUING
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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. Extension. This Standard Extension Agreement 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 Standard Extension Agreement, the terms of the Standard Extension Agreement shall prevail. The Agreement is hereby extended to be in force from January 1, 2025, until December 31, 2026, under the same terms and conditions of the Agreement except for those items specifically set forth in the attached Exhibit "A".

2. Public Records Compliance. Consultant 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 Consultant 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 Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS**

**CITY OF COCOA BEACH
FIRST EXTENSION AGREEMENT FOR CONTINUING
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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. Consultant agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the Consultant's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by Consultant'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. Consultant authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Consultant 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 Consultant 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 Consultant 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 subConsultants to provide an affidavit to Consultant attesting that the subConsultant does not employ, contract with, or subcontract with, an unauthorized alien. Consultant 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 Consultant will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Consultant will also be liable for any

**CITY OF COCOA BEACH
FIRST EXTENSION AGREEMENT FOR CONTINUING
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additional costs to the City as a result of the termination of this Agreement in accordance with this paragraph. Consultant affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Florida Statutes, Consultant 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, Consultant requires from each of its subConsultant s an affidavit stating that the subConsultant does not employ, contract with, or subcontract with an unauthorized alien, and that Consultant 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. Consultant hereby certifies that Consultant 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. Consultant further hereby certifies that Consultant is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Consultant understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Consultant to civil penalties, attorney's fees, and/or costs. Consultant further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Consultant (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". CONSULTANT 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,

CITY OF COCOA BEACH
FIRST EXTENSION AGREEMENT FOR CONTINUING
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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. Consultant agrees and assumes a continuous duty to disclose to the City if the Consultant 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. Consultant 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 Consultant based on Consultant's social, political or ideological interest. Consultant agrees to similarly not request documentation or give preference to any subConsultant based on the subConsultant'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 Consultant swears under penalty of perjury that the Consultant 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;

**CITY OF COCOA BEACH
FIRST EXTENSION AGREEMENT FOR CONTINUING
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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., Consultant declares that Consultant has read the foregoing Section 15 above and that the facts stated in it are true.

Consultant :

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
FIRST EXTENSION AGREEMENT FOR CONTINUING
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EXHIBIT B

BOWMAN CONSULTING GROUP LTD.

SCHEDULE B - HOURLY RATE

January 2024

CLASSIFICATION	HOURLY RATES
Senior Principal	\$330.00/HR
Principal	\$310.00/HR
Department Executive	\$260.00/HR
Senior Project Manager	\$235.00/HR
Project Manager	\$200.00/HR
Project Coordinator	\$115.00/HR
Senior Surveyor	\$235.00/HR
Engineer I II III	\$130.00/HR \$140.00/HR \$160.00/HR
Planner I II III	\$125.00/HR \$135.00/HR \$175.00/HR
Designer I II III	\$125.00/HR \$135.00/HR \$145.00/HR
CADD Drafter I II III	\$ 90.00/HR \$115.00/HR \$125.00/HR
Construction Inspector	\$115.00/HR
Landscape Architect I II III	\$125.00/HR \$140.00/HR \$180.00/HR
Senior Environmental Scientist	\$190.00/HR
Environmental Scientist I II III	\$120.00/HR \$150.00/HR \$180.00/HR
Right of Way Specialist I II III	\$ 96.00/HR \$115.00/HR \$140.00/HR
Survey Technician I II III	\$105.00/HR \$125.00/HR \$145.00/HR
Project Surveyor	\$190.00/HR
Survey Field Crew – 1 Man	\$150.00/HR
Survey Field Crew – 2 Man	\$190.00/HR
Survey Field Crew – 3 Man	\$245.00/HR
3D Scanning Crew	\$285.00/HR
Survey Field Technician	\$100.00/HR
3D/UAV Modeling Technician	\$180.00/HR
UAV Operation	\$320.00/HR
SUE Field Crew - 1 Man	\$155.00/HR
SUE Field Crew - 2 Man	\$200.00/HR
SUE Field Crew - 3 Man	\$260.00/HR
SUE Field Crew - 4 Man	\$295.00/HR
SUE Utility Coordinator	\$200.00/HR
SUE Technician I II III	\$120.00/HR \$135.00/HR \$160.00/HR
Machine Control Technician	\$270.00/HR
Administrative Professional	\$ 95.00/HR
Remote Sensing Technician I II III	\$105.00/HR \$125.00/HR \$145.00/HR

Initials: Bowman

/ Client

Table 1812018 - DEFAULT 2024 Florida/Georgia

**CITY OF COCOA BEACH
AGREEMENT FOR CONTINUING
ENGINEERING SERVICES RFQ CB20 005**

This Contract is made upon the signing of the parties by and between the City of the City of Cocoa Beach, Florida, hereinafter referred to as the City, and Bowman Consulting Group, Ltd, Melbourne, Florida, 32934 authorized to do business in the State of Florida, and hereinafter referred to as the Consultant. In consideration of the mutual promises contained herein, the City and the Consultant agree that the Consultant will perform engineering and surveying services and related tasks 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 Consultant shall begin services under this contract on or about January 1, 2021, and this Contract shall continue for a period of three years through December 31, 2024 unless either party chooses to exercise its rights under Article 26, Termination. This Contract is renewable for up to two (2) additional two year periods if extended by the mutual agreement of both parties no less than ninety (90) days prior to contract expiration. The maximum term of this contract shall be seven (7) years.

ARTICLE 2 - CONTRACT ADMINISTRATION

Administration of this Contract shall be under the general direction of James P. McKnight, City Manager or designee who shall act as the City's representative during performance of the work for this Contract unless otherwise designated in the task order.

The Contract Administrator for the Consultant is Erik D. Juliano, who will also serve as the day-to-day contact person. Each party to this Contract agrees to provide written notification within fifteen (15) days, should the representative of either party change during the term of the Contract.

ARTICLE 3 - SCOPE OF WORK

The Consultant shall do, perform, deliver and carry out, in a professional manner, the services as set forth in **Exhibit A, Scope of Services**. The scope of services shall be accomplished through the use of Task Orders as more specifically described herein. Task Orders shall provide information to the Consultant for preparation of a proposal to accomplish a specific project associated with the scope of services.

ARTICLE 4 – TASK ORDERS

The City, at its sole discretion, shall authorize the Consultant verbally or in writing to provide services as set forth in **Exhibit A, Scope of Services**. Said authorizations shall take the general form of the Task Order as set forth in **Exhibit C, Task Order for Professional Services**. The City will provide each Task Order request to the Consultant on a project-by-project basis.

**CITY OF COCOA BEACH
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ARTICLE 5 – NOTICE TO PROCEED

The Consultant shall commence work upon receipt of a written notice (Task Order) mutually agreed to by the parties.

ARTICLE 6 - PAYMENTS TO CONTRACTOR

The Consultant will invoice the City as described in **Exhibits A** and **Exhibit B** of this Contract, attached hereto and by reference, made part hereof. All invoices received pursuant to this contract will be supported by an approved Task Order. Payment will conform to the schedule agreed to in the Task Order.

Invoices received from the Consultant 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 Consultant for correction.

The City may at its option, require the Contractor to accept credit card payments or enroll in the City's e-payables program.

Additional services shall be at the rates as set forth in Exhibit B.

ARTICLE 7 - REIMBURSABLES

"Out of pocket" expenses for travel must be pre-authorized by the City and will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

All requests for payment of "out of pocket" expenses must be supported by documentation sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work specified in a particular project.

ARTICLE 8 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the Consultant 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 9 - AVAILABILITY OF FUNDS

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

**CITY OF COCOA BEACH
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ARTICLE 10 – 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.

Consultant 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. Consultant 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 Consultant or any subcontractor to take out or maintain such insurance.

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

COVERAGE	MINIMUM LIMITS
General Liability	\$1,000,000 incident
Auto Liability	\$500,000 per person/incident
Professional Liability (if applicable)	\$1,000,000
Worker's Compensation	Statutory

Statutory coverage for Worker's Compensation Insurance means covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Consultant 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.

Consultant will provide copies of his occupational license(s) to the Finance Director. Neither Consultant nor any subcontractor shall commence work under this Contract until they have obtained all insurance required under this section and have supplied the City's Contract Administrator with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The Director of Personnel and Risk Management shall approve such certificates.

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

**CITY OF COCOA BEACH
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ARTICLE 11 - INDEMNIFICATION

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

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

ARTICLE 12 - 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 Consultant 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 Consultant 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 13 - NONDISCRIMINATION

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

ARTICLE 14 - DRUG FREE WORKPLACE

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

**CITY OF COCOA BEACH
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ARTICLE 15 - 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 (\$35,000.00), for a period of 36 months from the date of being placed on the convicted vendor list.

ARTICLE 16 - EXCUSABLE DELAYS

The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the Consultant'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 Consultant's subcontractor(s) to perform or make progress, and if such failure arises out of causes reasonably beyond the control of the Consultant and its subcontractor(s) and is without fault or negligence of either of them, the Consultant shall not be deemed to be in default.

ARTICLE 17 - ARREARS

The Consultant 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 Consultant further warrants and represents that it has no obligation for indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 18 - WARRANTY

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

ARTICLE 19- 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 Consultant provides City with information it requires including, but not limited to, a sample contract from the proposed assignee, proposed fee schedule, operating history of the assignee and a contact person representing the assignee. The Consultant shall provide this information at least thirty (30) days prior to the target date for assignment.

**CITY OF COCOA BEACH
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ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant in the United States or in any other country. The City or its assigns shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, for the specific purposes intended, any reports, data, programs or other material prepared under this agreement. All final writings, maps, charts, reports, computer programs, base maps, aerial photography and any other documentation prepared under this agreement, if any, shall become the property of the City after final payment.

ARTICLE 21- INDEPENDENT CONSULTANT

The Consultant agrees that it is an Independent Consultant 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 Consultant's sole direction, supervision, and control. The Consultant 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
AGREEMENT FOR CONTINUING
ENGINEERING SERVICES RFQ CB20 005**

ARTICLE 22 - SUBCONTRACTORS

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

ARTICLE 23 - 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 24 - CONTINGENT FEES

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

ARTICLE 25 - ACCESS AND AUDITS

Intentionally left blank.

ARTICLE 26 - ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the Consultant 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.

**CITY OF COCOA BEACH
AGREEMENT FOR CONTINUING
ENGINEERING SERVICES RFQ CB20 005**

ARTICLE 27 - AMENDMENTS AND MODIFICATIONS

Any cardinal change in the terms and conditions set forth in this Contract must be mutually agreed to by both the City and the Consultant, 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 Consultant 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 Consultant's ability to meet the completion dates or schedules of this Contract.

If the City so instructs, in writing, the Consultant 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 Consultant 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 28 - NOTICE

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 :	James P. McKnight City Manager City of Cocoa Beach P.O. Box 322430 Cocoa Beach, FL 32932-2430
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Notices sent to the Contractor shall be mailed to:

Original : Bowman Consulting Group, Ltd
Attention: Erik D. Juliano, PE, Program Manager
W. Eau Gallie Blvd., Suite 144
Melbourne, FL 32934

**CITY OF COCOA BEACH
AGREEMENT FOR CONTINUING
ENGINEERING SERVICES RFQ CB20 005**

ARTICLE 29 - 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 30 - 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 31 - REMEDIES

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

ARTICLE 32 - ENFORCEMENT COSTS

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

**CITY OF COCOA BEACH
AGREEMENT FOR CONTINUING
ENGINEERING SERVICES RFQ CB20 005**

ARTICLE 33 – E-VERIFY REQUIREMENTS

Consultant acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- a) all persons employed by Consultant to perform employment duties within Florida during the term of the Contract, and,
- b) all persons (including subcontractors/vendors) assigned by Consultant to perform work pursuant to the Contract.

The Consultant acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

THIS PORTION INTENTIONALLY LEFT BLANK

**CITY OF COCOA BEACH
AGREEMENT FOR CONTINUING
ENGINEERING SERVICES RFQ CB20 005**

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

12-03-20
Date:

Signature:

By:



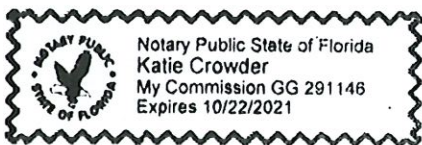
James P. McKnight
City Manager
City of Cocoa Beach

December 3, 2020
Date:

Witness :

By:





12/02/20
Date:

Contractor Signature:

By:



Bowman Consulting Group, Ltd
Erik Juliano PE, Vice
President/Branch Manager
W. Eau Gallie Blvd., Suite 144
Melbourne, FL 32934

12/2/20
Date:

**CITY OF COCOA BEACH
AGREEMENT FOR CONTINUING
ENGINEERING SERVICES RFQ CB20 005
EXHIBIT A
SCOPE OF SERVICES**

GENERAL SCOPE OF SERVICES:

CONSULTANT shall provide to CITY professional engineering services in all phases of the work to which this General Engineering Services Agreement applies. The exact nature and magnitude of the required professional services cannot be defined precisely at the time of entering into this Agreement. The services to be performed by CONSULTANT will be set forth in the scope of services described in Task Orders to be issued by CITY from time to time.

The City will communicate with the Consultant, verbally or in writing, a general description of the task to be performed. If a site visit by the Consultant is needed to generate the scope of work, the Consultant shall request approval prior to the visiting the site. The Consultant will generate a detailed Scope of Work document, prepare a Schedule, and a Not-to-Exceed Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the hourly scheduled attache as Exhibit B and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the lump sum fee or not-to-exceed budget shall consist of the major sub-tasks and man-hour breakdown for the work to be performed.

The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses to be eligible for reimbursement.

The City will review the Task Proposal and if the description, cost and other details of the Task Proposal are deemed by the City to be in the City's best interests, the parties will enter into a mutually agreeable written "Task Order". The Scope of Services generally to be provided by the Consultant through a Task Order may include engineering and surveying services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

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

**CITY OF COCOA BEACH
AGREEMENT FOR CONTINUING
ENGINEERING SERVICES RFQ CB20 005**

**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.

Task Orders will be prepared using the rates shown on the following page. These rates are part of the RFP submission and are incorporated into this agreement.

Bowman

**BOWMAN CONSULTING
SCHEDULE B - HOURLY RATE
January 2020**

CLASSIFICATION	HOURLY RATES
Principal	\$265.00/HR
Department Executive	\$210.00/HR
Senior Project Manager	\$195.00/HR
Project Manager	\$165.00/HR
Senior Surveyor	\$170.00/HR
Engineer I II III	\$105.00/HR \$115.00/HR \$130.00/HR
Designer I II III	\$95.00/HR \$105.00/HR \$120.00/HR
CADD Drafter I II III	70.00/HR \$ 95.00/HR \$100.00/HR
Construction Inspector	95.00/HR
Landscape Architect I II III	\$105.00/HR \$115.00/HR \$130.00/HR
Right of Way Specialist I II III	\$ 98.00/HR \$114.00/HR \$129.00/HR
Survey Technician I II III	\$ 74.00/HR \$ 95.00/HR \$117.00/HR
Project Surveyor	\$154.00/HR
Survey Field Crew – 1 Man	\$117.00/HR
Survey Field Crew – 2 Man	\$143.00/HR
Survey Field Crew – 3 Man	\$175.00/HR
3D Scanning Crew	\$230.00/HR
Survey Field Technician	\$ 61.00/HR
3D/UAV Modeling Technician	\$130.00/HR
UAV Operation	\$230.00/HR
SUE Field Crew – 1 Man	\$112.00/HR
SUE Field Crew – 2 Man	\$138.00/HR
SUE Field Crew – 3 Man	\$168.00/HR
SUE Field Crew – 4 Man	\$210.00/HR
SUE Utility Coordinator	\$148.00/HR
SUE Technician I II III	\$ 71.00/HR \$ 92.00/HR \$112.00/HR
Machine Control Technician	\$130.00/HR
Administrative Professional	\$ 75.00/HR

Table 1812018 - DEFAULT 2020 Florida/Georgia

Initials: BCG

/ Client

**CITY OF COCOA BEACH
AGREEMENT FOR CONTINUING
ENGINEERING SERVICES RFQ CB20 005**

Bowman

**SCHEDULE A - FEES FOR REPROGRAPHIC,
DELIVERY, TRAVEL, AND OTHER SERVICES
January 2020**

Reprographic Services

B&W Photo Copies	\$0.35/sf, or \$0.23 for 8-1/2" x 11" sheet
Color Photo Copies	\$0.50/sf, or \$0.32 for 8-1/2" x 11" sheet
Printing (bond)	\$0.35/sf, or \$2.10 for 24" x 36" sheet
Printing (mylar)	\$3.00/sf, or \$18.00 for 24" x 36" sheet

Binding, Mounting and Folding of plan sets, reports, or drawings will be invoiced at our standard hourly rates. Copying of Plans that have been archived in storage is subject to a minimum archive retrieval fee of \$50 plus applicable reprographic fees above.

Delivery Services

In-house delivery services are invoiced at \$2.00 per mile (one way) and subject to a minimum \$20.00 charge for standard delivery during normal business hours. Rush services and times outside normal business hours are subject to a minimum \$20.00 surcharge.

Outsourced courier services (i.e. Federal Express, DHL, etc.) are invoiced at cost plus 15%.

Travel

Mileage for employee travel by car to facilitate the project, including travel to the project site and for meetings with the client, project team, contractors, or governmental agencies, will be invoiced at the current IRS standard mileage rate.

Airfare and/or lodging to facilitate the project will be coordinated with the client in advance and will be invoiced at cost plus 15%.

Miscellaneous

Other costs associated with sub-consultants, specialty equipment, laboratory testing, field testing, tolls, parking or other miscellaneous items will be invoiced at cost plus 15%.

Initials: BCG

/ Client

CITY OF COCOA BEACH
AGREEMENT FOR CONTINUING
ENGINEERING SERVICES RFQ CB20 005

EXHIBIT C
TASK ORDER FOR PROFESSIONAL SERVICES

Sample Task Order is shown on next page. This form is to be used for work authorized under this contract.

TASK ORDER # _____ **CONTRACTOR** _____

Description Of Services & Rates (use additional pages as necessary)

LUMP SUM PRICE _____

WORK AUTHORIZED:

ACCEPTED:

City: : _____
Contract Administrator

Contractor: _____
Contract Administrator

Date: _____

Date: _____

WORK COMPLETED:

City's Contract Administrator

Date: _____

Distribution : City; original to Contract Administrator
Contractor; copy

**CITY OF COCOA BEACH
AGREEMENT FOR CONTINUING
ENGINEERING SERVICES RFQ CB20 005**

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

THIS STANDARD CONTRACT ADDENDUM is made and entered into this 2ND day of DECEMBER, 20 20, by and between the CITY OF COCOA BEACH, a Florida municipality, hereinafter referred to as the "City", and BOWMAN CONSULTING GROUP, hereinafter referred to as "Contractor", concerning that certain agreement entitled CITY OF COCOA BEACH CONTINUING ENG. SERVICES dated 01/01/21 ("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.

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 119.071(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

**CITY OF COCOA BEACH
AGREEMENT FOR CONTINUING
ENGINEERING SERVICES RFQ CB20 005**

records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**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 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

**CITY OF COCOA BEACH
AGREEMENT FOR CONTINUING
ENGINEERING SERVICES RFQ CB20 005**

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. 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.

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

Contractor:

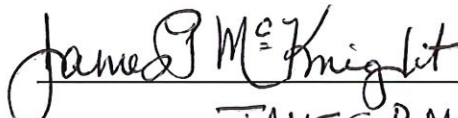


Print Name: ERIK JULIANO

Title: BRANCH MANAGER

Company: BOWMAN CONSULTING

City of Cocoa Beach



Print Name: JAMES P MCKNIGHT
CITY MANAGER

**CITY OF COCOA BEACH
FIRST EXTENSION AGREEMENT FOR CONTINUING
ENGINEERING SERVICES RFQ CB20 005**

**CITY OF COCOA BEACH, FLORIDA
STANDARD EXTENSION AGREEMENT**

THIS STANDARD EXTENSION AGREEMENT 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 Jacobs Engineering Group Inc, hereinafter referred to as “Consultant ”, concerning that certain agreement dated the ____ day of _____, and entitled _____ (“Agreement”).

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the Consultant ’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 Consultant s and subcontractor; 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

**CITY OF COCOA BEACH
FIRST EXTENSION AGREEMENT FOR CONTINUING
ENGINEERING SERVICES RFQ CB20 005**

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. Extension. This Standard Extension Agreement 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 Standard Extension Agreement, the terms of the Standard Extension Agreement shall prevail. The Agreement is hereby extended to be in force from January 1, 2025, until December 31, 2026, under the same terms and conditions of the Agreement except for those items specifically set forth in the attached Exhibit "A".

2. Public Records Compliance. Consultant 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 Consultant 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 Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS**

**CITY OF COCOA BEACH
FIRST EXTENSION AGREEMENT FOR CONTINUING
ENGINEERING SERVICES RFQ CB20 005
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. Consultant agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the Consultant's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by Consultant'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. Consultant authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Consultant 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 Consultant 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 Consultant 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 subConsultants to provide an affidavit to Consultant attesting that the subConsultant does not employ, contract with, or subcontract with, an unauthorized alien. Consultant 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 Consultant will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Consultant will also be liable for any

**CITY OF COCOA BEACH
FIRST EXTENSION AGREEMENT FOR CONTINUING
ENGINEERING SERVICES RFQ CB20 005**

additional costs to the City as a result of the termination of this Agreement in accordance with this paragraph. Consultant affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Florida Statutes, Consultant 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, Consultant requires from each of its subConsultant s an affidavit stating that the subConsultant does not employ, contract with, or subcontract with an unauthorized alien, and that Consultant 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. Consultant hereby certifies that Consultant 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. Consultant further hereby certifies that Consultant is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Consultant understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Consultant to civil penalties, attorney's fees, and/or costs. Consultant further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Consultant (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". CONSULTANT 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,

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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. Consultant agrees and assumes a continuous duty to disclose to the City if the Consultant 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. Consultant 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 Consultant based on Consultant's social, political or ideological interest. Consultant agrees to similarly not request documentation or give preference to any subConsultant based on the subConsultant'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 Consultant swears under penalty of perjury that the Consultant 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;

CITY OF COCOA BEACH
FIRST EXTENSION AGREEMENT FOR CONTINUING
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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., Consultant declares that Consultant has read the foregoing Section 15 above and that the facts stated in it are true.

Consultant :

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
FIRST EXTENSION AGREEMENT FOR CONTINUING
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EXHIBIT B**

City of Cocoa Beach Agreement For Continuing Engineering Services RFQ CB20 005
Exhibit B - Fee Schedule

Position / Category	2021 Bill Rate	2023 Bill Rate*	2024 Bill Rate*	2025 Bill Rate*	2026 Bill Rate*
Engineer 9 / Principal	\$ 235.00	\$ 239.70	\$ 244.49	\$ 249.38	\$ 254.37
Engineer 8 / Senior Reviewer	\$ 235.00	\$ 239.70	\$ 244.49	\$ 249.38	\$ 254.37
Engineer 7 / Senior Project Manager	\$ 235.00	\$ 239.70	\$ 244.49	\$ 249.38	\$ 254.37
Engineer 6 / Senior Professional Engineer	\$ 218.00	\$ 222.36	\$ 226.81	\$ 231.34	\$ 235.97
Engineer 5 / Mid-Level Professional Engineer	\$ 199.00	\$ 202.98	\$ 207.04	\$ 211.18	\$ 215.40
Engineer 4 / Professional Engineer	\$ 169.00	\$ 172.38	\$ 175.83	\$ 179.34	\$ 182.93
Engineer 3 / Junior Professional Engineer	\$ 142.00	\$ 144.84	\$ 147.74	\$ 150.69	\$ 153.71
Engineer 2 / Project Engineer	\$ 120.00	\$ 122.40	\$ 124.85	\$ 127.34	\$ 129.89
Engineer 1 / Junior Project Engineer	\$ 110.00	\$ 112.20	\$ 114.44	\$ 116.73	\$ 119.07
Engineer 0 / Engineering Intern	\$ 95.00	\$ 96.90	\$ 98.84	\$ 100.81	\$ 102.83
Technician 5 / Senior CM/Designer	\$ 169.00	\$ 172.38	\$ 175.83	\$ 179.34	\$ 182.93
Technician 4 / CM/Senior Technician	\$ 142.00	\$ 144.84	\$ 147.74	\$ 150.69	\$ 153.71
Technician 3 / Senior Constr. Inspector	\$ 120.00	\$ 122.40	\$ 124.85	\$ 127.34	\$ 129.89
Technician 2 / Constr. Inspector/Tech	\$ 110.00	\$ 112.20	\$ 114.44	\$ 116.73	\$ 119.07
Technician 1 / Junior Constr. Inspector/Junior Tech	\$ 85.00	\$ 86.70	\$ 88.43	\$ 90.20	\$ 92.01
Technical Aide	\$ 80.00	\$ 81.60	\$ 83.23	\$ 84.90	\$ 86.59
Office / Project Administration	\$ 85.00	\$ 86.70	\$ 88.43	\$ 90.20	\$ 92.01

1. Billing rates are escalate 2% annually.
2. During 2021-2022 Jacobs did not escalate rates.

**CITY OF COCOA BEACH
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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 Jacobs Engineering Group Inc., Orlando, Florida, 32801 authorized to do business in the State of Florida, and hereinafter referred to as the Consultant. In consideration of the mutual promises contained herein, the City and the Consultant agree that the Consultant will perform engineering and surveying services and related tasks 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 Consultant shall begin services under this contract on or about January 1, 2021, and this Contract shall continue for a period of three years through December 31, 2024 unless either party chooses to exercise its rights under Article 26, Termination. This Contract is renewable for up to two (2) additional two year periods if extended by the mutual agreement of both parties no less than ninety (90) days prior to contract expiration. The maximum term of this contract shall be seven (7) years.

ARTICLE 2 - CONTRACT ADMINISTRATION

Administration of this Contract shall be under the general direction of James P. McKnight, City Manager or designee who shall act as the City's representative during performance of the work for this Contract unless otherwise designated in the task order.

The Contract Administrator for the Consultant is Francois Didier Menard, PE, Vice President, who will also serve as the day-to-day contact person. Each party to this Contract agrees to provide written notification within fifteen (15) days, should the representative of either party change during the term of the Contract.

ARTICLE 3 - SCOPE OF WORK

The Consultant shall do, perform, deliver and carry out, in a professional manner, the services as set forth in **Exhibit A, Scope of Services**. The scope of services shall be accomplished through the use of Task Orders as more specifically described herein. Task Orders shall provide information to the Consultant for preparation of a proposal to accomplish a specific project associated with the scope of services.

ARTICLE 4 – TASK ORDERS

The City, at its sole discretion, shall authorize the Consultant verbally or in writing to provide services as set forth in **Exhibit A, Scope of Services**. Said authorizations shall take the general form of the Task Order as set forth in **Exhibit C, Task Order for Professional Services**. The City will provide each Task Order request to the Consultant on a project-by-project basis.

**CITY OF COCOA BEACH
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ARTICLE 5 – NOTICE TO PROCEED

The Consultant shall commence work upon receipt of a written notice (Task Order) mutually agreed to by the parties.

ARTICLE 6 - PAYMENTS TO CONTRACTOR

The Consultant will invoice the City as described in **Exhibits A** and **Exhibit B** of this Contract, attached hereto and by reference, made part hereof. All invoices received pursuant to this contract will be supported by an approved Task Order. Payment will conform to the schedule agreed to in the Task Order.

Invoices received from the Consultant 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 Consultant for correction.

The City may at its option, require the Contractor to accept credit card payments or enroll in the City's e-payables program.

Additional services shall be at the rates as set forth in Exhibit B.

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

ARTICLE 7 - REIMBURSABLES

"Out of pocket" expenses for travel must be pre-authorized by the City and will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

All requests for payment of "out of pocket" expenses must be supported by documentation sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work specified in a particular project.

ARTICLE 8 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the Consultant 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 9 - AVAILABILITY OF FUNDS

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

**CITY OF COCOA BEACH
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ARTICLE 10 – 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.

Consultant 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. Consultant 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 Consultant or any subcontractor to take out or maintain such insurance.

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

COVERAGE	MINIMUM LIMITS
General Liability	\$1,000,000 incident
Auto Liability	\$500,000 per person/incident
Professional Liability (if applicable)	\$1,000,000
Worker's Compensation	Statutory

Statutory coverage for Worker's Compensation Insurance means covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Consultant 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.

Consultant will provide copies of his occupational license(s) to the Finance Director. Neither Consultant nor any subcontractor shall commence work under this Contract until they have obtained all insurance required under this section and have supplied the City's Contract Administrator with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The Director of Personnel and Risk Management shall approve such certificates.

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

**CITY OF COCOA BEACH
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ARTICLE 11 - INDEMNIFICATION

For other additional consideration, the receipt and sufficiency of which is hereby acknowledged, the Consultant hereby contracts and agrees to indemnify and save harmless and defend the City, servants and employees from and against any and all claims, liability, losses, and/or cause of action to the extent arising from any negligent act, recklessness, or intentional wrongful conduct of the Consultant, its agents, servants, representatives, or employees in the performance of this Contract.

Notwithstanding any other provision of this Contract, neither party shall have liability to the other for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of either party, their respective employees, or subconsultants

ARTICLE 12 - 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 Consultant 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 Consultant 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, to the extent caused by Consultant or its subcontractors.

ARTICLE 13 - NONDISCRIMINATION

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

ARTICLE 14 - DRUG FREE WORKPLACE

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

**CITY OF COCOA BEACH
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ARTICLE 15 - 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 (\$35,000.00), for a period of 36 months from the date of being placed on the convicted vendor list.

ARTICLE 16 - EXCUSABLE DELAYS

The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the Consultant'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 Consultant's subcontractor(s) to perform or make progress, and if such failure arises out of causes reasonably beyond the control of the Consultant and its subcontractor(s) and is without fault or negligence of either of them, the Consultant shall not be deemed to be in default. The Consultant's remedy for a delay shall be an equitable extension of time to perform the Services.

ARTICLE 17 - ARREARS

The Consultant 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 Consultant further warrants and represents that it has no obligation for indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 18 - WARRANTY

The Consultant warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field, and shall conform to customary standards of care, skill, and diligence appropriate to the nature of the Services rendered by professional engineers or consultants performing the same or similar services.

ARTICLE 19- 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 Consultant provides City with information it requires including, but not limited to, a sample contract from the proposed assignee, proposed fee schedule, operating history of the assignee and a contact person representing the assignee. The Consultant shall provide this information at least thirty (30) days prior to the target date for assignment.

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ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant in the United States or in any other country. The City or its assigns shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, for the specific purposes intended, any reports, data, programs or other material prepared under this agreement. All final writings, maps, charts, reports, computer programs, base maps, aerial photography and any other documentation prepared under this agreement, if any, shall become the property of the City after final payment.

ARTICLE 21- INDEPENDENT CONSULTANT

The Consultant agrees that it is an Independent Consultant 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 Consultant's sole direction, supervision, and control. The Consultant 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.

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ARTICLE 22 - SUBCONTRACTORS

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

ARTICLE 23 - 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 24 - CONTINGENT FEES

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

ARTICLE 25 - ACCESS AND AUDITS

Intentionally left blank.

ARTICLE 26 - ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the Consultant 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.

**CITY OF COCOA BEACH
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ARTICLE 27 - AMENDMENTS AND MODIFICATIONS

Any cardinal change in the terms and conditions set forth in this Contract must be mutually agreed to by both the City and the Consultant, 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 Consultant 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 Consultant's ability to meet the completion dates or schedules of this Contract.

If the City so instructs, in writing, the Consultant 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 Consultant 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 28 - NOTICE

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 :	James P. McKnight City Manager City of Cocoa Beach P.O. Box 322430 Cocoa Beach, FL 32932-2430
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Notices sent to the Contractor shall be mailed to:

Original : Jacobs Engineering Group Inc.
Attention: Francois Didier Menard PE, Vice
President
200 South Orange Ave., Suite 900
Orlando, FL 32801

**CITY OF COCOA BEACH
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ARTICLE 29 - 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 for cause by the City immediately upon written notice, or without cause upon thirty (30) days 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 30 - 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 31 - REMEDIES

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

ARTICLE 32 - ENFORCEMENT COSTS

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

**CITY OF COCOA BEACH
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ARTICLE 33 – E-VERIFY REQUIREMENTS

Consultant acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- a) all persons employed by Consultant to perform employment duties within Florida during the term of the Contract, and,
- b) all persons (including subcontractors/vendors) assigned by Consultant to perform work pursuant to the Contract.

The Consultant acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

THIS PORTION INTENTIONALLY LEFT BLANK

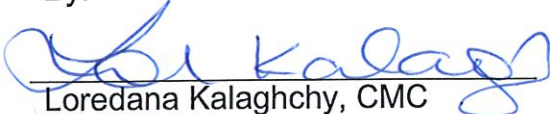
**CITY OF COCOA BEACH
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IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written:

CITY OF COCOA BEACH

Attest:

By:


Loredana Kalaghchy, CMC
City Clerk
City of Cocoa Beach

12-03-20
Date:

Signature:

By:


James P. McKnight
City Manager
City of Cocoa Beach

December 3, 2020
Date:

Witness :

By:


Karin Grooms

12/1/2020
Date:

Contractor Signature:

By:


Jacobs Engineering Group Inc.
Francois Didier Menard PE, Vice
President
200 South Orange Ave., Suite 900
Orlando, FL 32801

12/1/2020
Date:

**CITY OF COCOA BEACH
AGREEMENT FOR CONTINUING
ENGINEERING SERVICES RFQ CB20 005
EXHIBIT A
SCOPE OF SERVICES**

GENERAL SCOPE OF SERVICES:

CONSULTANT shall provide to CITY professional engineering services in all phases of the work to which this General Engineering Services Agreement applies. The exact nature and magnitude of the required professional services cannot be defined precisely at the time of entering into this Agreement. The services to be performed by CONSULTANT will be set forth in the scope of services described in Task Orders to be issued by CITY from time to time.

The City will communicate with the Consultant, verbally or in writing, a general description of the task to be performed. If a site visit by the Consultant is needed to generate the scope of work, the Consultant shall request approval prior to the visiting the site. The Consultant will generate a detailed Scope of Work document, prepare a Schedule, and a Not-to-Exceed Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the hourly scheduled attache as Exhibit B and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the lump sum fee or not-to-exceed budget shall consist of the major sub-tasks and man-hour breakdown for the work to be performed.

The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses to be eligible for reimbursement.

The City will review the Task Proposal and if the description, cost and other details of the Task Proposal are deemed by the City to be in the City's best interests, the parties will enter into a mutually agreeable written "Task Order". The Scope of Services generally to be provided by the Consultant through a Task Order may include engineering and surveying services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

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

**CITY OF COCOA BEACH
AGREEMENT FOR CONTINUING
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**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.

Task Orders will be prepared using the rates shown on the following page. These rates are part of the RFP submission and are incorporated into this agreement.

Classification	Description	Rate
Engineer 9	Principal	\$235
Engineer 8	Senior Reviewer/Consultant	\$235
Engineer 7	Senior Project Manager	\$235
Engineer 6	Senior Professional Engineer/Scientist/Consultant	\$218
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	\$199
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	\$169
Engineer 3	Junior Professional Engineer/Scientist/Consultant	\$142
Engineer 2	Project Engineer/Scientist/Consultant	\$120
Engineer 1	Junior Project Engineer/Scientist/Consultant	\$110
Engineer 0	Engineering Intern	\$95
Technician 5	Senior Construction Manager/Senior Designer	\$169
Technician 4	Construction Manager/Senior Technician	\$142
Technician 3	Senior Construction Inspector	\$120
Technician 2	Construction Inspector/Technician	\$110
Technician 1	Junior Construction Inspector/Junior Technician	\$85
Technician Aide	Technical Aide	\$80
Office	Office/Project Administration	\$85

Notes:

1. Billing rates for the City of Cocoa Beach shall be escalated 2% annually.
2. These rates do not include other direct expense cost. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.
3. Billing rate schedule is for time basis work order and the City will be billed based on actual hours by category designated for an individual employee.
4. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.

**CITY OF COCOA BEACH
AGREEMENT FOR CONTINUING
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**EXHIBIT C
TASK ORDER FOR PROFESSIONAL SERVICES**

Sample Task Order is shown on next page. This form is to be used for work authorized under this contract.

TASK ORDER # _____ **CONTRACTOR** _____

Description Of Services & Rates (use additional pages as necessary)

LUMP SUM PRICE _____

WORK AUTHORIZED:

ACCEPTED:

City: : _____
Contract Administrator

Contractor: _____
Contract Administrator

Date: _____

Date: _____

WORK COMPLETED:

City's Contract Administrator

Date: _____

Distribution : City; original to Contract Administrator
 Contractor; copy

**CITY OF COCOA BEACH
AGREEMENT FOR CONTINUING
ENGINEERING SERVICES RFQ CB20 005**

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

THIS STANDARD CONTRACT ADDENDUM is made and entered into this _____ day of _____, 20____, by and between the CITY OF COCOA BEACH, a Florida municipality, hereinafter referred to as the "City", and _____, hereinafter referred to as "Contractor", concerning that certain agreement entitled _____, dated _____ ("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.

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 119.071(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

**CITY OF COCOA BEACH
AGREEMENT FOR CONTINUING
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records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**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 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

**CITY OF COCOA BEACH
AGREEMENT FOR CONTINUING
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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. 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.

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.

State of Florida
County of Brevard
The foregoing instrument was
acknowledged before me this
1st day of December 2020 as
Francois Menard, as Vice
President of Jacobs Engineering.



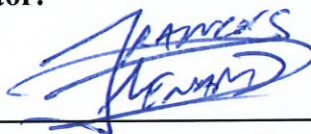
Karin Grooms

Produced Florida DL Exp. 9/26/26

Physical Presence: ☒



Contractor:

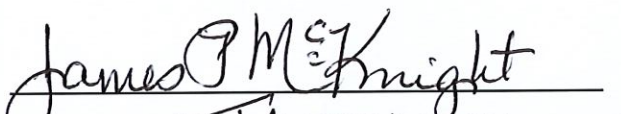


Print Name: FRANCOIS DIDIER MENARD

Title: VICE PRESIDENT

Company: JACOBS

City of Cocoa Beach


Print Name: JAMES P MCKNIGHT
CITY MANAGER

**CITY OF COCOA BEACH
FIRST EXTENSION AGREEMENT FOR CONTINUING
ENGINEERING SERVICES RFQ CB20 005**

**CITY OF COCOA BEACH, FLORIDA
STANDARD EXTENSION AGREEMENT**

THIS STANDARD EXTENSION AGREEMENT 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 Mead & Hunt, hereinafter referred to as “Consultant ”, concerning that certain agreement dated the ____ day of _____, and entitled _____ (“Agreement”).

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the Consultant ’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 Consultant s and subcontractor; 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

**CITY OF COCOA BEACH
FIRST EXTENSION AGREEMENT FOR CONTINUING
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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. Extension. This Standard Extension Agreement 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 Standard Extension Agreement, the terms of the Standard Extension Agreement shall prevail. The Agreement is hereby extended to be in force from January 1, 2025, until December 31, 2026, under the same terms and conditions of the Agreement except for those items specifically set forth in the attached Exhibit "A".

2. Public Records Compliance. Consultant 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 Consultant 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 Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS**

**CITY OF COCOA BEACH
FIRST EXTENSION AGREEMENT FOR CONTINUING
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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. Consultant agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the Consultant's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by Consultant'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. Consultant authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Consultant 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 Consultant 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 Consultant 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 subcontractor firms to provide an affidavit to Consultant attesting that the subcontractor firm does not employ, contract with, or subcontract with, an unauthorized alien. Consultant 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 Consultant will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Consultant

**CITY OF COCOA BEACH
FIRST EXTENSION AGREEMENT FOR CONTINUING
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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. Consultant affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Florida Statutes, Consultant 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, Consultant requires from each of its subcontract firms an affidavit stating that the subcontract firm does not employ, contract with, or subcontract with an unauthorized alien, and that Consultant 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. Consultant hereby certifies that Consultant 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. Consultant further hereby certifies that Consultant is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Consultant understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Consultant to civil penalties, attorney's fees, and/or costs. Consultant further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Consultant (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". CONSULTANT 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

**CITY OF COCOA BEACH
FIRST EXTENSION AGREEMENT FOR CONTINUING
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“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. Consultant agrees and assumes a continuous duty to disclose to the City if the Consultant 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. Consultant 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 Consultant based on Consultant’s social, political or ideological interest. Consultant agrees to similarly not request documentation or give preference to any subcontract firm based on the subcontract firm’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 Consultant swears under penalty of perjury that the Consultant does not use coercion for labor or services as defined as follows:
“Coercion” means:

**CITY OF COCOA BEACH
FIRST EXTENSION AGREEMENT FOR CONTINUING
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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., Consultant declares that Consultant has read the foregoing Section 15 above and that the facts stated in it are true.

Consultant :

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
FIRST EXTENSION AGREEMENT FOR CONTINUING
ENGINEERING SERVICES RFQ CB20 005**

EXHIBIT B

**MEAD & HUNT, Inc.
Standard Billing Rate Schedule
Effective January 1, 2024**

Standard Billing Rates

Clerical.....	\$93.00 / hour
Technical Editor.....	\$133.00 / hour
Senior Editor.....	\$217.00 / hour
Registered Land Surveyor.....	\$169.00 / hour
Accounting, Administrative Assistant.....	\$114.00 / hour
Technician I, Technical Writer.....	\$119.00 / hour
Technician II, Surveyor - Instrument Person.....	\$137.00 / hour
Technician III.....	\$159.00 / hour
Technician IV.....	\$177.00 / hour
Senior Technician.....	\$188.00 / hour
Engineer I, Scientist I, Architect I, Interior Designer I, Planner I.....	\$146.00 / hour
Engineer II, Scientist II, Architect II, Interior Designer II, Planner II.....	\$172.00 / hour
Engineer III, Scientist III, Architect III, Interior Designer III, Planner III.....	\$195.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Senior Economist.....	\$217.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner.....	\$239.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer, Senior Project Planner.....	\$276.00 / hour
Senior Associate.....	\$309.00 / hour
Principal.....	\$340.00 / hour
Senior Client/Project Manager.....	\$309.00 / hour

Expenses

Geographic Information or GPS Systems.....	\$110.00 / day
Total Station Survey Equipment.....	\$120.00 / day
Charges for other equipment may appear in a proposal	
Out-Of-Pocket Direct Job Expenses.....	cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.	

Travel Expense

Company or Personal Car Mileage.....	IRS rate / mile
Air and Surface Transportation.....	cost plus 15%
Lodging and Sustenance.....	cost plus 15%

Billing & Payment

Travel time is charged for work required to be performed out-of-office. A minimum of two hours will be billed for any work out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates is effective January 1, 2024, and will remain in effect until December 31, 2024, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

**CITY OF COCOA BEACH
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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 Mead & Hunt, Inc., Port Orange, Florida, 32127 authorized to do business in the State of Florida, and hereinafter referred to as the Consultant. In consideration of the mutual promises contained herein, the City and the Consultant agree that the Consultant will perform engineering and surveying services and related tasks 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 Consultant shall begin services under this contract on or about January 1, 2021, and this Contract shall continue for a period of three years through December 31, 2024 unless either party chooses to exercise its rights under Article 26, Termination. This Contract is renewable for up to two (2) additional two year periods if extended by the mutual agreement of both parties no less than ninety (90) days prior to contract expiration. The maximum term of this contract shall be seven (7) years.

ARTICLE 2 - CONTRACT ADMINISTRATION

Administration of this Contract shall be under the general direction of James P. McKnight, City Manager or designee who shall act as the City's representative during performance of the work for this Contract unless otherwise designated in the task order.

The Contract Administrator for the Consultant is Brad Blais, PE, Vice President, who will also serve as the day-to-day contact person. Each party to this Contract agrees to provide written notification within fifteen (15) days, should the representative of either party change during the term of the Contract.

ARTICLE 3 - SCOPE OF WORK

The Consultant shall do, perform, deliver and carry out, in a professional manner, the services as set forth in **Exhibit A, Scope of Services**. The scope of services shall be accomplished through the use of Task Orders as more specifically described herein. Task Orders shall provide information to the Consultant for preparation of a proposal to accomplish a specific project associated with the scope of services.

ARTICLE 4 – TASK ORDERS

The City, at its sole discretion, shall authorize the Consultant verbally or in writing to provide services as set forth in **Exhibit A, Scope of Services**. Said authorizations shall take the general form of the Task Order as set forth in **Exhibit C, Task Order for Professional Services**. The City will provide each Task Order request to the Consultant on a project-by-project basis.

ARTICLE 5 – NOTICE TO PROCEED

The Consultant shall commence work upon receipt of a written notice (Task Order) mutually agreed to by the parties.

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ARTICLE 6 - PAYMENTS TO CONSULTANT

The Consultant will invoice the City as described in **Exhibits A** and **Exhibit B** of this Contract, attached hereto and by reference, made part hereof. All invoices received pursuant to this contract will be supported by an approved Task Order. Payment will conform to the schedule agreed to in the Task Order.

Invoices received from the Consultant 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 Consultant for correction.

The City may at its option, require the Contractor to accept credit card payments or enroll in the City's e-payables program.

Additional services shall be at the rates as set forth in Exhibit B which will be adjusted annually by consultant.

ARTICLE 7 - REIMBURSABLES

"Out of pocket" expenses for travel must be pre-authorized by the City and will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

All requests for payment of "out of pocket" expenses must be supported by documentation sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work specified in a particular project.

ARTICLE 8 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the Consultant 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 9 - 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.

ARTICLE 10 – INSURANCE, PERMITS & LICENSES

In the performance of work and services under this Agreement, Consultant 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 Consultant, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

Consultant 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. Consultant shall make this same requirement of any of its subcontractors.

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Contractor shall indemnify and save the City harmless for any damage resulting to them for failure of either Consultant or any subcontractor to take out or maintain such insurance.

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

COVERAGE	MINIMUM LIMITS
General Liability	\$1,000,000 incident
Auto Liability	\$500,000 per person/incident
Professional Liability (if applicable)	\$1,000,000
Worker's Compensation	Statutory

Statutory coverage for Worker's Compensation Insurance means covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Consultant 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.

Consultant will provide copies of his occupational license(s) to the Finance Director. Neither Consultant nor any subcontractor shall commence work under this Contract until they have obtained all insurance required under this section and have supplied the City's Contract Administrator with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The Director of Personnel and Risk Management shall approve such certificates.

All insurers shall be licensed to conduct business in the State of Florida. Insurers must have, at a minimum, a policy holders' rating of "A", and a financial class of "VII" as reported in the latest edition of Best's Insurance Reports, unless the City grants specific approval for an exception. All policies provided should be Occurrence, not Claims Made, forms. The Consultant's insurance policies must be endorsed to add the City of Cocoa Beach as an Additional Insured. The Consultant 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 11 - INDEMNIFICATION

For other additional consideration, the receipt and sufficiency of which is hereby acknowledged, the Consultant hereby contracts and agrees to indemnify and save harmless the City, its servants and employees from and against actual liability, losses, and/or cause of action, but only to the extent caused by negligent act or omission of the Consultant, its servants, representatives, or employees in the performance of this Contract.

The Consultant further agrees to indemnify, save harmless the City, servants and employees from and against actual claims, demand or cause of action arising out of negligent conduct or misconduct of the Consultant not included in the paragraph above and for which the City, servants or employees are liable.

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PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE OF OTHERS.

ARTICLE 12 - 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 Consultant 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 Consultant 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 13 - NONDISCRIMINATION

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

ARTICLE 14 - DRUG FREE WORKPLACE

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

ARTICLE 15 - 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 (\$35,000.00), for a period of 36 months from the date of being placed on the convicted vendor list.

ARTICLE 16 - EXCUSABLE DELAYS

The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the Consultant'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 Consultant's subcontractor(s) to perform or make progress, and if such failure arises out of causes reasonably beyond the control of the Consultant and its subcontractor(s) and is without fault or negligence of either of them, the Consultant shall not be deemed to be in default.

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ARTICLE 17 - ARREARS

The Consultant 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 Consultant further warrants and represents that it has no obligation for indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 18 - WARRANTY

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

ARTICLE 19- 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 Consultant provides City with information it requires including, but not limited to, a sample contract from the proposed assignee, proposed fee schedule, operating history of the assignee and a contact person representing the assignee. The Consultant shall provide this information at least thirty (30) days prior to the target date for assignment.

ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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.

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ARTICLE 21- INDEPENDENT CONSULTANT

The Consultant agrees that it is an Independent Consultant 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 Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work; the City's interest is in the results obtained. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

ARTICLE 22 - SUBCONTRACTORS

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

ARTICLE 23 - 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 24 - CONTINGENT FEES

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

ARTICLE 25 - ACCESS AND AUDITS

Intentionally left blank.

ARTICLE 26 - ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the Consultant 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.

**CITY OF COCOA BEACH
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ARTICLE 27 - AMENDMENTS AND MODIFICATIONS

Any cardinal change in the terms and conditions set forth in this Contract must be mutually agreed to by both the City and the Consultant, 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 Consultant 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 Consultant's ability to meet the completion dates or schedules of this Contract.

If the City so instructs, in writing, the Consultant 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 Consultant 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 28 - NOTICE

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 :	James P. McKnight City Manager City of Cocoa Beach P.O. Box 322430 Cocoa Beach, FL 32932-2430
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Notices sent to the Contractor shall be mailed to:

Original : Mead & Hunt, Inc.
Attention: Brad Blais PE, Vice President
4401 Eastport Parkway
Port Orange, FL 32127

**CITY OF COCOA BEACH
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ARTICLE 29 - TERMINATION

This Contract may be terminated by the Consultant 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 Consultant. Unless the Consultant is in breach of this Contract, the Consultant 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 Consultant 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 Consultant shall be paid for services actually rendered to the date of the termination.

ARTICLE 30 - 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 Consultant hereunder.

ARTICLE 31 - REMEDIES

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

ARTICLE 32 - ENFORCEMENT COSTS

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

CITY OF COCOA BEACH
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ARTICLE 33 – E-VERIFY REQUIREMENTS

Consultant acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- a) all persons employed by Consultant to perform employment duties within Florida during the term of the Contract, and,
- b) all persons (including subcontractors/vendors) assigned by Consultant to perform work pursuant to the Contract.

The Consultant acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

THIS PORTION INTENTIONALLY LEFT BLANK

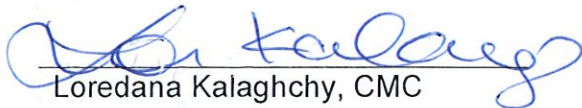
**CITY OF COCOA BEACH
AGREEMENT FOR CONTINUING
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IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written:

CITY OF COCOA BEACH

Attest:

By:



Loredana Kalaghchy, CMC
City Clerk
City of Cocoa Beach

Date:

12-03-20

Signature:

By:



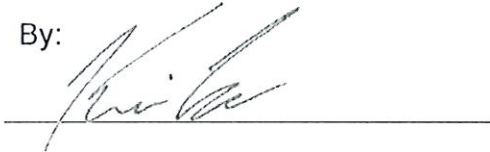
James P. McKnight
City Manager
City of Cocoa Beach

Date:

December 3, 2020

Witness Consultant Signature:

By:



November 23, 2020

Date:

Consultant Signature:

By:



Mead & Hunt, Inc.
Brad Blais PE, Vice President
4401 Eastport Parkway
Port Orange, FL 32127

November 23, 2020

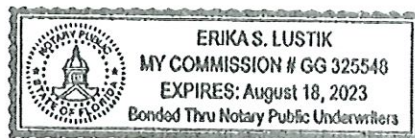
Date:

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me this 23rd of November 2020 by Brad Blais, who is personally known to me.



Erika S. Lustik
Notary Public of Florida



CITY OF COCOA BEACH
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EXHIBIT A
SCOPE OF SERVICES

GENERAL SCOPE OF SERVICES:

Consultant shall provide to City professional engineering services in all phases of the work to which this General Engineering Services Agreement applies. The exact nature and magnitude of the required professional services cannot be defined precisely at the time of entering into this Agreement. The services to be performed by consultant will be set forth in the scope of services described in Task Orders to be issued by City from time to time.

The City will communicate with the consultant, verbally or in writing, a general description of the task to be performed. If a site visit by the Consultant is needed to generate the scope of work, the Consultant shall request approval prior to the visiting the site. The Consultant will generate a detailed Scope of Work document, prepare a Schedule, and a Not-to-Exceed Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the hourly scheduled attache as Exhibit B and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the lump sum fee or not-to-exceed budget shall consist of the major sub-tasks and man-hour breakdown for the work to be performed.

The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses to be eligible for reimbursement.

The City will review the Task Proposal and if the description, cost and other details of the Task Proposal are deemed by the City to be in the City's best interests, the parties will enter into a mutually agreeable written "Task Order". The Scope of Services generally to be provided by the consultant through a Task Order may include engineering and surveying services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

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

CITY OF COCOA BEACH
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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.

Task Orders will be prepared using the rates shown on the following page. These rates are part of the RFP submission and are incorporated into this agreement.

MEAD & HUNT, Inc. Municipal Billing Rate Schedule Effective January 1, 2020	
Standard Billing Rates	
Clerical.....	\$73.00 / hour
Registered Land Surveyor	\$137.00 / hour
Technical Editor, Biologist	\$109.00 / hour
Technician I, Technical Writer, Administrative Assistant.....	\$89.00 / hour
Technician II, Surveyor - Instrument Person	\$109.00 / hour
Technician III	\$124.00 / hour
Technician IV	\$140.00 / hour
Senior Technician	\$152.00 / hour
Engineer I, Scientist I, Architect I, Interior Designer I, Planner I	\$120.00 / hour
Engineer II, Scientist II, Architect II, Interior Designer II, Planner II	\$138.00 / hour
Engineer III, Scientist III, Architect III, Interior Designer III, Planner III	\$149.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Senior Economist.....	\$156.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner	\$165.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer, Senior Project Planner	\$179.00 / hour
Senior Associates, Principal	\$196.00 / hour
Expenses	
Geographic Information or GPS Systems	\$100.00 / day
Total Station Survey Equipment	\$110.00 / day
<i>Charges for other equipment may appear in a proposal</i>	
Out-Of-Pocket Direct Job Expenses.....	cost plus 15%
Such as reproductions, sub-consultants / contractors, postage, permit application fees, etc.	
Travel Expense	
Company or Personal Car Mileage	IRS rate / mile
Air and Surface Transportation.....	cost plus 15%
Lodging and Sustenance	cost plus 15%
Billing & Payment	
Travel time is charged for work required to be performed out-of-office.	
Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.	
This schedule of billing rates is effective January 1, 2020, and will remain in effect until December 31, 2020, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.	

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EXHIBIT C
TASK ORDER FOR PROFESSIONAL SERVICES

Sample Task Order is shown on next page. This form is to be used for work authorized under this contract.

TASK ORDER # _____ CONTRACTOR _____

Description Of Services & Rates (use additional pages as necessary)

LUMP SUM PRICE _____

WORK AUTHORIZED:

ACCEPTED:

City: : _____
Contract Administrator

Contractor: _____
Contract Administrator

Date: _____

Date: _____

WORK COMPLETED:

City's Contract Administrator

Date: _____

Distribution : City; original to Contract Administrator
Contractor; copy

EXHIBIT D
CITY OF COCOA BEACH, FLORIDA
STANDARD CONTRACT ADDENDUM

THIS STANDARD CONTRACT ADDENDUM is made and entered into this _____ day of _____, 20____, by and between the CITY OF COCOA BEACH, a Florida municipality, hereinafter referred to as the "City", and _____, hereinafter referred to as "Contractor", concerning that certain agreement entitled _____, dated _____ ("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.

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 119.071(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 CONTRACT, 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 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. **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.

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

Contractor:

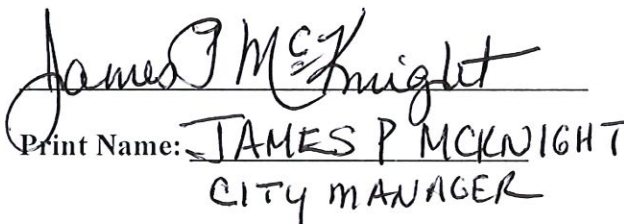


Print Name: Brad Blais, PE

Title: Vice President/Market Leader

Company: Mead & Hunt, Inc.

City of Cocoa Beach



Print Name: JAMES P. MCKNIGHT
CITY MANAGER

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Manager /
Devan Taly, CRA Administrator

MEETING DATE

December 5, 2024

REQUESTED MOTION/ACTION

Request to Approve Professional Lobbying Services Agreement with Smith and Associates. This is a budgeted item.

Staff Representative: Wayne Carragino, City Manager, Devan Taly, Director of Grants & Special Projects

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

Budgeted FY2025 \$48,000

BACKGROUND:

Coordinate the City's State appropriations, authorizations, grant proposals, legislation, and policy related activities with the State Legislature and State department agencies.

CITY OF COCOA BEACH

PROFESSIONAL LOBBYING SERVICES AGREEMENT

This Contract is made effective December 1, 2024, by and between the City of Cocoa Beach, Florida, a Florida municipal corporation, hereinafter referred to as the City, and Smith and Associates, a law firm authorized to do business in the State of Florida, and hereinafter referred to as the Consultant. In consideration of the mutual promises contained herein, the City and the Consultant agree that the Consultant will provide professional lobbying services for the City of Cocoa Beach as more specifically set forth in Exhibit A, Scope of Work, of this Contract, attached hereto and by reference, made part hereof.

ARTICLE 1-TERM OF CONTRACT

The term of this contract shall begin on December 1, 2024, and shall continue until terminated by either party upon thirty (30) days written notice to the other party.

ARTICLE 2 - CONTRACT ADMINISTRATION

Administration of this Contract shall be under the general direction of the City Manager or designee who shall act as the City's representative during the performance of this Contract. The Contract Administrator for the Consultant is Jason Steele, a non-attorney Lobbyist, who will also serve as the day-to-day contact person. Each party to this Contract agrees to provide written notification within fifteen (15) days, should the representative of either party change during the term of the Contract.

ARTICLE 3 - SCOPE OF WORK

The Consultant shall do, perform, deliver and carry out, in a professional manner, the type of projects and services as set forth in **Exhibit A, Scope of Work**, attached hereto, and, by reference, made part of the contract. The Scope of Services shall be accomplished as directed by the City Manager and through the use of Task Orders as more specifically described herein.

ARTICLE 4 - PAYMENTS TO CONSULTANT

The City shall pay to the Consultant a lump sum for professional 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 Consultant will invoice the City as described in **Exhibit B**.

Invoices received from the Consultant 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 Consultant for correction.

Invoices not in accordance with the terms of the Contract will be returned to the Consultant for correction. The CITY shall pay the Consultant in accordance with the Florida Local Government Prompt Payment Act, Chapter 218.

ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE

Intentionally omitted.

ARTICLE 6 - AVAILABILITY OF FUNDS

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

CITY OF COCOA BEACH

PROFESSIONAL LOBBYING SERVICES AGREEMENT

ARTICLE 7 – INSURANCE, PERMITS & LICENSES

In the performance of work and services under this Agreement, Consultant 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 Consultant, its employees, agents or subConsultants, if any, with respect to the work and services described herein.

Consultant 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. Consultant shall make this same requirement of any of its subConsultants. Consultant shall indemnify and save the City harmless for any damage resulting to them for failure of either Consultant or any subConsultant to take out or maintain such insurance.

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

COVERAGE	MINIMUM LIMITS
General Liability	\$ 1,000,000 incident
Auto Liability	\$ 500,000 per person/incident
Professional Liability (if applicable)	\$ 1,000,000
Worker's Compensation	Statutory

Statutory coverage for Worker's Compensation Insurance means covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Consultant 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.

Consultant will provide copies of its Business Tax Receipt(s) to the Finance Director. Neither Consultant nor any subConsultant 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.

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 Consultant shall be responsible for all deductibles.

ARTICLE 8 - INDEMNIFICATION

For other additional consideration, the receipt and sufficiency of which is hereby acknowledged, the Consultant 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

CITY OF COCOA BEACH

PROFESSIONAL LOBBYING SERVICES AGREEMENT

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

ARTICLE 11 - DRUG FREE WORKPLACE

In accordance with Florida Statutes, §287.087, the Consultant 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 Consultant, supplier, subConsultant, 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

Intentionally omitted.

ARTICLE 14 – NO PLEDGE OF CREDIT

The Consultant 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 Consultant further warrants and represents that it has no obligation for indebtedness that would impair its ability to fulfill the terms of this Contract.

CITY OF COCOA BEACH

PROFESSIONAL LOBBYING SERVICES AGREEMENT

ARTICLE 15 - WARRANTY

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

ARTICLE 16- ASSIGNMENT

This Contract may not be assigned without the prior written consent of the City. Any attempt to assign this Contract without prior written consent of the City shall render the Contract null and void with respect to the attempted assignee.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

Any documents prepared by Consultant for the City shall become the property of the City.

ARTICLE 18- INDEPENDENT CONSULTANT

The Consultant agrees that it is an Independent Consultant 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 Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work; the City's interest is in the results obtained. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

ARTICLE 19 - SUBCONSULTANTS

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

ARTICLE 20 - SEVERABILITY

No 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 21 - CONTINGENT FEES

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

CITY OF COCOA BEACH

PROFESSIONAL LOBBYING SERVICES AGREEMENT

ARTICLE 22 - ACCESS AND AUDITS

Intentionally left blank.

ARTICLE 23 - ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the Consultant agree that this Contract with its exhibits and the attached Standard Form Addendum set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein.

ARTICLE 24 - AMENDMENTS AND MODIFICATIONS

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 Consultant 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. If the City so instructs, in writing, the Consultant 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 Consultant 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 - NOTICE

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

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

Notices sent to the Consultant shall be e-mailed to:

Original : Jason Steele, Lobbyist
Smith and Associates

ARTICLE 26 - TERMINATION

This Contract may be terminated by the Consultant upon thirty (30) days prior written notice to the City. It may also be terminated by the City with or without cause immediately upon written notice to the Consultant. Unless the Consultant is in breach of this Contract, the Consultant 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 Consultant shall:

CITY OF COCOA BEACH

PROFESSIONAL LOBBYING SERVICES AGREEMENT

- 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 Consultant 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 Consultant 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.

ARTICLE 29 - UNAUTHORIZED ALIEN WORKERS:

The City of Cocoa Beach will not intentionally award publicly funded contracts to any Consultant 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 Consultant 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 30 – OWNER DIRECT PURCHASE (ODP)

Intentionally omitted.

ARTICLE 31 - SALES TAX

The City is exempt from sales tax. The Consultant, as required by the laws and statutes of the state and its political subdivisions shall pay all state and local sales and use taxes. The

**CITY OF COCOA BEACH
PROFESSIONAL LOBBYING SERVICES AGREEMENT**

Consultant may not use the City's tax exemption in any of its activities.

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

CITY OF COCOA BEACH

Attest:

Signature:

By:

By:

Karin Grooms
City Clerk
City of Cocoa Beach

Wayne Carragino
City Manager
City of Cocoa Beach

Date:

Date:

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

Consultant Signature:
By: Smith and Associates

Gretchen R. H. Vose Esq.
City Attorney

Jason Steele, Lobbyist

Date:

Date:

CITY OF COCOA BEACH

PROFESSIONAL LOBBYING SERVICES AGREEMENT

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide Jason Steele, a non-attorney representative of Consultant, who will assist the City with government relations and federal, state, and local government lobbying services. Any lobbying services involving Brevard County will be performed during the first four years of this contract by Geoffrey D. Smith, as Mr. Steele will be prohibited from lobbying the County for a period of four years after expiration of his term as a current County Commissioner. A non-exhaustive list of lobbying services supplied include:

1. Coordinate the City's local, state and federal appropriations, authorizations, grant proposals, legislation, and policy related activities with the legislatures and staff at the local, state and federal levels of government throughout the year.
2. Lobby Brevard County, the Federal Government, the Florida Legislature and Executive Branches of local, State and Federal government, legislative committees, joint legislative committees, agencies or departments, administrative offices, as well as other organizations as necessary to secure funding of City appropriations requests.
3. Work with the City's Legislative Delegation.
4. Monitor legislation addressing the Defense of Home Rule and Vacation Rentals.
5. Monitor legislation addressing City Commission elections and other local referenda.
6. Maintain contact with key Federal, State and local appointed and elected officials on behalf of the City.
7. Advocate for the City and the City's positions on issues with the local, state and federal governments.
8. Work with federal, state, and local legislators and agencies to ensure maximum reimbursement and timely release of funds relating to tropical cyclone events.
9. Coordinate a trip to Tallahassee for City representatives to meet with the Governor, State Legislature, or key members of their respective staffs, and key members of State departments or agencies, or other state level entities.
10. Attend and represent the City before the Florida Legislature during scheduled, extended, or special legislative sessions and meetings.
11. Advocate relationship with University of Central Florida regarding an incubator program and funding.
12. Attend and represent the City before any federal, state or local executive branch, department, body, and/or entity that could be of benefit to the City's interest.
13. Provide progress reports weekly during state legislative sessions and committee weeks. During the legislative session, more frequent reports may be provided on specific bills identified by the lobbyist as having a direct impact on the City. All such reports shall be submitted electronically.
14. Provide progress reports monthly during non-session months. All such reports shall be submitted electronically.
15. At the end of the state Legislative Session, the Consultant shall prepare a final report, including the final status of the City's objectives and a summary of the impact of major legislative changes to the City.
16. Attend meetings or work sessions of the City of Cocoa Beach City Council and meetings with City staff as necessary.

CITY OF COCOA BEACH
PROFESSIONAL LOBBYING SERVICES AGREEMENT

17. Provide timely telephone and/or email updates with designated City staff on the status of the City's objectives as appropriate.

CITY OF COCOA BEACH
PROFESSIONAL LOBBYING SERVICES AGREEMENT

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. Consultant shall be paid in arrears the lump sum fee of \$4,000.00 per month beginning for work which shall begin December 1, 2024. In addition to the fees specified, Consultant will be reimbursed for out of pocket costs and expenses that have been preapproved by the City such as photocopying, mail and courier charges. Travel expenses will be paid if pre-approved by the City. It is understood that the City will not be billed for travel expenses to Tallahassee during or immediately before the legislative session. Payment will be made within thirty (30) days after receipt by the City of invoices.

**CITY OF COCOA BEACH
PROFESSIONAL LOBBYING SERVICES AGREEMENT**

**EXHIBIT C
TASK ORDER FOR PROFESSIONAL SERVICES**

This form is to be used for work authorized under this contract.

TASK ORDER # _____ **CONSULTANT** _____

CHANGE ORDER # _____

CONSULTANT _____

**DESCRIPTION
of
SERVICES
&
RATES**

LUMP SUM PRICE _____

WORK AUTHORIZED:

ACCEPTED:

City: : _____ **Consultant:** _____
Contract Administrator Contract Administrator

Date: _____ **Date:** _____

WORK COMPLETED:

City's Contract Administrator

Date: _____

Distribution : City; original to Contract Administrator
Consultant; copy

CITY OF COCOA BEACH PROFESSIONAL LOBBYING SERVICES AGREEMENT

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 Smith and Associates, hereinafter referred to as “Consultant”, concerning that certain agreement dated the ____ day of _____, 2024 (“Agreement”).

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the Consultant’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 Consultants and subConsultants; 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

CITY OF COCOA BEACH PROFESSIONAL LOBBYING SERVICES AGREEMENT

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. Consultant 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 Consultant 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 Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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. Consultant agrees to indemnify and

CITY OF COCOA BEACH

PROFESSIONAL LOBBYING SERVICES AGREEMENT

hold the City harmless against any and all claims, damage awards, and causes of action arising from the Consultant's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by Consultant'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. Consultant authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Consultant 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 Consultant 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 Consultant 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 subConsultants to provide an affidavit to Consultant attesting that the subConsultant does not employ, contract with, or subcontract with, an unauthorized alien. Consultant 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 Consultant will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Consultant 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. Consultant affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Florida Statutes, Consultant 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, Consultant requires from each of its subConsultants an affidavit stating that the subConsultant does not employ, contract with, or subcontract with an unauthorized alien, and that Consultant 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,

CITY OF COCOA BEACH

PROFESSIONAL LOBBYING SERVICES AGREEMENT

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. Consultant hereby certifies that Consultant 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. Consultant further hereby certifies that Consultant is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Consultant understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Consultant to civil penalties, attorney's fees, and/or costs. Consultant further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Consultant (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". CONSULTANT 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

CITY OF COCOA BEACH PROFESSIONAL LOBBYING SERVICES AGREEMENT

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. Consultant agrees and assumes a continuous duty to disclose to the City if the Consultant 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. Consultant 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 Consultant based on Consultant's social, political or ideological interest. Consultant agrees to similarly not request documentation or give preference to any subConsultant based on the subConsultant'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 Consultant swears under penalty of perjury that the Consultant 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;

**CITY OF COCOA BEACH
PROFESSIONAL LOBBYING SERVICES AGREEMENT**

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., Consultant declares that Consultant has read the foregoing Section 15 above and that the facts stated in it are true.

Consultant:

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:**

City Manager /
Scott Maxim, Project Manager

MEETING DATE

December 5, 2024

REQUESTED MOTION/ACTION

Requesting permission to execute the contract with W&J Construction for the Bicentennial Park Improvements project.

This is a budgeted item.

Total Cost: \$3,735,815.60

Staff Representative: Scott Maxim, Project Manager

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

On the 10/24/2024 meeting, Commission approved the bid award to W&J Construction for the amount of \$3,735,815.60 and granted permission to enter contract negotiations.

SECTION 00 50 00

AGREEMENT

THIS AGREEMENT, entered into this ___ day of _____, 20___, by the City of Cocoa Beach, Florida hereinafter called the OWNER, Party of the First Part, and a CORPORATION known as W&J Construction Corp. organized and existing under the laws of the State of Florida; of 1005 Viera Blvd., Ste. 202, City of Rockledge, State of Florida Zip Code 32955, hereinafter called the CONTRACTOR, Party of the Second Part.

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I.

- A. The Contractor agrees to furnish all labor, superintendence, materials, plant and other utilities for, perform all work necessary for or incidental to, and to perform all other obligations imposed by this Contract for the Construction of
BICENTENNIAL PARK IMPROVEMENTS

herein called for, in strict accordance with the Drawings and Specifications prepared by Mead & Hunt, Engineers, which Contract includes, but is not limited to, the following Contract Documents:

a. Invitation	f. Public Construction Bond
b. Instructions	g. Insurance
c. Proposal	h. Specifications
d. This Agreement, General Conditions of the Contract, Supplementary Conditions, & all other appendices and attachments hereto.	i. Addenda (if any)
e. Payment & Performance Bond	j. Drawings

ARTICLE II.

- A. The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the work shall be completed substantially within **330 days** and all remaining work shall be completed within **30 days** of the Notice of Substantial Completion. This duration assumes it will take approximately 22 weeks to acquire the storage and restroom buildings.
- B. The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stated completion times stipulated above, the sum of **\$1000 (ONE THOUSAND DOLLARS)** shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his Surety, then such excess shall be paid to the Owner by the Contractor or his Surety.

ARTICLE III.

- A. The Contractor shall receive and accept the compensation for the performance of the Contract (subject to additions or deductions noted therein) in accordance with the prices stipulated in the Proposal, and in the manner provided in Article IV for the Contract Price of \$ 3,735,815.60 and for additions or revisions approved in Change Orders at Unit Prices.

ARTICLE IV.

- A. Payment to the Contractor shall be made as follows:
 - 1. Payment shall be made by the Owner no later than 30 days from the receipt of an Application for Payment. Not later than the fifteenth (15th) day of each calendar month, the Owner will make a partial payment to the Contractor on the basis of a duly certified and approved estimate by the Engineer of the work performed during the preceding calendar month under this Contract, and (at the option of the City) an amount equal to 95% of materials and equipment not incorporated in the work but delivered and suitably stored. When payment to the Contractor is made for stored materials and equipment, Contractor shall submit invoices marked paid by the supplier with the next month's request for payment to document that Contractor has paid for said materials and equipment or the previously paid amount for stored materials shall be deducted from any remaining payment(s) for any stored materials not so properly documented. **Contractor shall provide partial releases through the date of the previous partial payment invoice from all suppliers and subcontractors which have provided the owner a Notice to Owner with each partial payment invoice. Final releases will be provided prior to final payment.** To ensure the proper performance of this Contract, the Owner will retain five percent (5%) of the amount of each estimate until the work is one hundred percent (100%) complete.
 - 2. Upon completion of the entire work under Contract, the Engineer shall make a final inspection and certify such completion to the Owner. Upon approval of the completion certificate by the Owner, the Owner shall notify the Contractor and the Surety of the satisfactory completion of the work and except as otherwise provided in the Specifications, final payment therefore shall be made to the Contractor within thirty (30) days after written acceptance by the Contractor of the final certificate computation.

ARTICLE V.

- A. The Contract shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or his right, title, or interest therein, without written consent of the Owner.

ARTICLE VI.

- A. The work shall be subject at all times to the supervision of the Engineer and his authorized assistants. The Engineer shall decide all questions which may arise relative to the Drawings, Specifications, and the performance of the work. Any doubt concerning the meaning of the Specifications and the Drawings, or any ambiguity or obscurity as to wording or intent of them shall be decided by the Engineer, and such decisions shall be binding upon both parties hereto and shall not be subject to arbitration.

ARTICLE VII.

- A. The Contractor shall guarantee his work and shall remedy, without cost to the Owner, any defects which may develop therein during a period of one (1) year from the date of the Owner's approval of the Completion Certificate issued by the Engineer.

ARTICLE VIII.

- A. In the event of conflict between any of the Contract Documents, the provisions of this Agreement shall govern.

IN WITNESS WHEREOF, the Parties hereto have signed this Contract in quintuplicate the day and year first above written.

ATTEST:

CITY OF COCOA BEACH, FLORIDA

City Clerk

By _____
Keith Capizzi

Title _____
Mayor

WITNESS:

CONTRACTOR

By _____

END OF SECTION

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 August, 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.

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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:**

Human Resources /
Cindy DePina, Human Resources Director

MEETING DATE

December 5, 2024

REQUESTED MOTION/ACTION

Ratify the following three-year union contract, for the period of October 1, 2024 to September 30, 2027, between the City of Cocoa Beach and The Laborers' International Union of North America (LIUNA) Local 630

Staff Representative: Cindy DePina, Human Resources Director

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

Memorandum of Agreement

Between

City of Cocoa Beach

And

Labors' International Union of North America (LIUNA)

Local 630

Update throughout the contract the dates covering this agreement to the following:

October 1, 2024, through September 30, 2027

Article 4 - DUES

Remove article in its entirety

Article 15

15.1 amend as follows:

11. Change the word "vacation" to "**holiday break**"

Article 18 Wages

- A. For Fiscal Year 2024-2025, bargaining unit employees shall receive a 2% increase to their base wages retroactive to 10-1-2024 & 2% increase in April 2025. Wage increases shall not exceed the Maximum of the pay scales.

LIUNA	EXEMPT	PAY GRADE	MIN HR	OCT NEW MIN HR	APR NEW MIN HR	MAX	OCT NEW MAX HR	APR NEW MAX HR
OPERATIONS TECHNICIAN CLASS A	N	L13	\$24.40	\$24.88	\$25.38	\$41.12	\$41.94	\$42.78
OPERATIONS TECHNICIAN CLASS B	N	L12	\$23.31	\$23.78	\$24.25	\$39.22	\$40.01	\$40.81
OPERATIONS TECHNICIAN CLASS C	N	L11	\$22.27	\$22.72	\$23.17	\$37.41	\$38.16	\$38.93
UTILITIES ELECTRICIAN	N	L11	\$22.27	\$22.72	\$23.17	\$37.41	\$38.16	\$38.93
DIESEL MECHANIC III/FIRE APPARATUS TECH	N	L10	\$21.37	\$21.80	\$22.23	\$35.69	\$36.41	\$37.13
MACHINIST	N	L10	\$21.37	\$21.80	\$22.23	\$35.69	\$36.41	\$37.13
LEAD MECHANIC	N	L10	\$21.37	\$21.80	\$22.23	\$35.69	\$36.41	\$37.13
LEAD UTILITY SYSTEM MECHANIC	N	L10	\$21.37	\$21.80	\$22.23	\$35.69	\$36.41	\$37.13
DIESEL MECHANIC/LEVEL II	N	L09	\$20.76	\$21.17	\$21.59	\$34.10	\$34.78	\$35.47
DIESEL MECHANIC LEVEL I	N	L08	\$19.83	\$20.23	\$20.63	\$32.54	\$33.19	\$33.85
UTILITIES MECHANIC III	N	L08	\$19.83	\$20.23	\$20.63	\$32.54	\$33.19	\$33.85
OPERATIONS TECHNICIAN TRAINEE	N	L08	\$19.83	\$20.23	\$20.63	\$32.54	\$33.19	\$33.85
LEAD CUSTODIAN	N	L08	\$19.83	\$20.23	\$20.63	\$32.54	\$33.19	\$33.85
BODY/FENDER/PAINT SPECIALIST	N	L07	\$19.83	\$20.23	\$20.63	\$32.54	\$33.19	\$33.85
MAINTENANCE TECHNICIAN II	N	L07	\$18.64	\$19.02	\$19.40	\$31.02	\$31.64	\$32.28
MECHANIC	N	L07	\$18.64	\$19.02	\$19.40	\$31.02	\$31.64	\$32.28
SECOND ASSIST - GOLF	N	L07	\$18.64	\$19.02	\$19.40	\$31.02	\$31.64	\$32.28
TURF EQUIPMENT TECH/MECHANIC	N	L07	\$18.64	\$19.02	\$19.40	\$31.02	\$31.64	\$32.28
UTILITIES MECHANIC II	N	L07	\$18.64	\$19.02	\$19.40	\$31.02	\$31.64	\$32.28
UTILITIES MECHANIC I	N	L06	\$17.82	\$18.18	\$18.54	\$29.61	\$30.20	\$30.81
SPRAY TECHNICIAN	N	L06	\$17.82	\$18.18	\$18.54	\$29.61	\$30.20	\$30.81
MAINTENANCE TECHNICIAN I	N	L06	\$17.82	\$18.18	\$18.54	\$29.61	\$30.20	\$30.81
MAINTENANCE WORKER II	N	L06	\$17.82	\$18.18	\$18.54	\$29.61	\$30.20	\$30.81
MAINTENANCE WORKER II - GOLF	N	L06	\$17.82	\$18.18	\$18.54	\$29.61	\$30.20	\$30.81
MAINTENANCE WORKER II/IRR. SP.	N	L06	\$17.82	\$18.18	\$18.54	\$29.61	\$30.20	\$30.81
METERED PARKING TECHNICIAN	N	L06	\$17.82	\$18.18	\$18.54	\$29.61	\$30.20	\$30.81
LUBE/GENERAL MAINTENANCE TECHNICIAN	N	L06	\$17.82	\$18.18	\$18.54	\$29.61	\$30.20	\$30.81
UTILITY COMPLIANCE INSPECTOR	N	L06	\$17.82	\$18.18	\$18.54	\$29.61	\$30.20	\$30.81
MAINTENANCE WORKER I	N	L05	\$17.03	\$17.37	\$17.72	\$28.27	\$28.83	\$29.41
MAINTENANCE WORKER I - GOLF	N	L05	\$17.03	\$17.37	\$17.72	\$28.27	\$28.83	\$29.41
SLUDGE DISPOSAL TECHNICIAN	N	L05	\$17.03	\$17.37	\$17.72	\$28.27	\$28.83	\$29.41
MAINTENANCE WORKER / CUSTODIAN	N	L04	\$16.32	\$16.65	\$16.98	\$26.99	\$27.53	\$28.08

I. Any individual that achieves the new maximum will not receive any additional payments beyond the new set maximum.

B. Wage increases, if any, for Fiscal Year 2025-2026 will be established through re-opener negotiations.

C. Wage increases, if any, for Fiscal Year 2026-2027 will be established through re-opener negotiations.

Article 19 Workweek

19.2 add the following:

C. 4-consecutive 10-hour days.

19.4 amend as follows:

B. change ...shall receive four (4) hour pay to **Seven (7) hours pay (other language to remain)**

Article 22 Safety & Health

22.2 Protective Devices

2. increase safety shoes **\$175 and \$225 for electrician**

Article 26 Tool Allowance

...City will provide annual tool replacement or repair allowance during the specific term if this agreement of up to **\$750** for all employees in the following job classifications....

New job classifications:

(filling positions is subject to budgetary approval)

Lead Stormwater (grade 8)

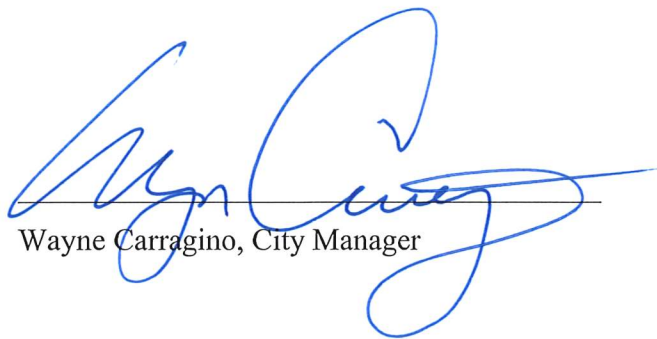
Lead Grounds (grade 8)

Lead Roads (grade 8)

Lead Building Maintenance Technician (grade 8)

Utilities Compliance Inspector 1 & 2 (1 = grade 6 & 2 = grade 7)

(note there is already Utility Compliance Inspector & we are looking to add a 2nd level as a UCI
2)



Wayne Carragino, City Manager

Date

11/25/24

Ronnie Burris

Ronnie Burris, President of LIUNA Local 630

November 21, 2024

Date

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Manager /

MEETING DATE

December 5, 2024

REQUESTED MOTION/ACTION

Approve Resolution 2024-28, A Resolution of the City Commission of the City of Cocoa Beach, Brevard County, Florida, Dissolving and Disbanding the Sustainability Committee; and Land Management Committee; and providing an effective date.

Staff Representative: Wayne Carragino, City Manager

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

The sustainability committee and the land management committees were designed to preserve the natural environment within the city limits. It has been determined that the two boards are difficult to have volunteers to serve and would work better as one committee.

RESOLUTION NO. 2024-28

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCOA BEACH, BREVARD COUNTY, FLORIDA, DISSOLVING AND DISBANDING THE SUSTAINABILITY COMMITTEE AND LAND MANAGEMENT COMMITTEE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Cocoa Beach established a Sustainability Committee via Resolution 2016-21, dated August 4, 2016; and

WHEREAS, the City of Cocoa Beach established a Land Management Committee via Resolution 2004-07, dated April 1, 2004; and

WHEREAS, the Committees have performed since their creation in an exemplary fashion to gather, assimilate, interpret, and analyze material and information for the development and retention of environmental development of the City of Cocoa Beach; and

WHEREAS, throughout their years of existence, the Committees have brought forth numerous positive recommendations for the Cocoa Beach City Commission to consider, and

WHEREAS, several members of the Committees have served on both Committees to expand the preservation of the natural resources within the city; and

WHEREAS the need for the Cocoa Beach Sustainability Committee and Land Management Committee has diminished over time due to various changes in City staff functionality, and decreased interest in volunteers to serve the committees.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCOA BEACH , FLORIDA, AS FOLLOWS:

SECTION 1. The Cocoa Beach Sustainability Committee and Land Management Committee are hereby disbanded and dissolved.

SECTION 2. This Resolution shall be effective upon its passage.

PASSED AND ADOPTED at a regular meeting of the City Commission of the City of Cocoa Beach , Florida, this _____day of December, 2024.

Keith Capizzi, Mayor

ATTEST:

Karin Grooms, City Clerk, CMC, MPA

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Manager /

MEETING DATE

December 5, 2024

REQUESTED MOTION/ACTION

Adopt Resolution 2024-29, A Resolution of the City Commission of the City of Cocoa Beach, Florida, creating a Sustainable Land Advisory Committee; providing for membership; providing for terms of office; providing for duties; providing for rules of procedure; providing for reporting responsibility; and providing for an effective date.

Staff Representative: Wayne Carragino, City Manager

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

This resolution combines the two committees and combining the tasks to work together.

RESOLUTION NO. 2024-29

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA, CREATING A SUSTAINABLE LAND ADVISORY COMMITTEE; PROVIDING FOR MEMBERSHIP; PROVIDING FOR TERMS OF OFFICE; PROVIDING FOR DUTIES; PROVIDING FOR RULES OF PROCEDURE; PROVIDING FOR REPORTING RESPONSIBILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 4.01 of the City Charter, authorizes the City Commission to establish and appoint various boards and committees; and

WHEREAS the City of Cocoa Beach and its residents are mindful of the City's environment; and

WHEREAS, the Cocoa Beach City Commission is seeking an approach in the City planning and actions so as to achieve social, environmental, and financial vitality for the future of the City of Cocoa Beach; and

WHEREAS, the City Commission is wishing to combining two boards to have an overall similar outcome; and

WHEREAS, the City Commission wishes to adopt the following policy:

SUSTAINABLE LAND ADVISORY COMMITTEE POLICY

- The City of Cocoa Beach is mindful of its responsibility to our residents and future generations.
- The City of Cocoa Beach wishes to continue to build a distinctive, world-class, small city with a vision to ensure the quality and sustainability of our natural and man-made environment.
- The City of Cocoa Beach is committed to continuously improving its environmental management practices, in order to become a model of environmental performance and stewardship.
- The City of Cocoa Beach intends that the culture and actions of the City reflect environmental sensitivity and responsibility. As such, each individual City representative is challenged and empowered to proactively promote environmental leadership, through the following four environmental stewardship principles:

- **Conservation**

Actively explore, create, and communicate environmentally-sound practices that emphasize the environmental management hierarchy of pollution prevention (source reduction), reuse, recycling, treatment, and environmentally safe disposal to conserve and protect our region's natural resources. The conservation principle includes assessing the effect on the environment of City activities, products, and services throughout their life cycles.

- **Cooperation**

Build partnerships, inside and outside the City, to sustain and enhance our environment.

- **Environmental Compliance and Risk Reduction**

Ensure that technologies, facilities, processes, and operating procedures meet and, when possible, exceed environmental, health, and safety requirements and other requirements that the City has committed to meet.

Prepare and produce through the City Manager and Stormwater Department the Land Management Plan required by section 253.034(5) of the Florida Statutes.

- **Restoration**

Promptly and responsibly correct conditions that hinder sustainable environments.

RESOLUTION NO. 2024-29

WHEREAS, in order to promote the stewardship principles, the City wishes to create the Cocoa Beach Sustainable Land Advisory Committee; and

WHEREAS, the Committee is being created to develop, maintain, and monitor a Cocoa Beach Sustainability Plan and the Land Management Plan; and

WHEREAS, the City of Cocoa Beach commits to providing City resources appropriate for the management and the maintenance of the Plan. A healthy and sustainable environment is essential for the quality of life in Cocoa Beach; and

WHEREAS, the City of Cocoa Beach shall include the Commission-approved Sustainability Plan tasks in the City's Strategic Plan, as the City Budget allows.

NOW, THEREFORE, BE IT RESOLVED BY the City Commission of the City of Cocoa Beach, Florida:

SECTION 1: The above recitals are true and correct and by this reference are hereby incorporated and made an integral part herein.

SECTION 2: The City of Cocoa Beach adopts the Environmental Sustainability Policy set forth in this Resolution.

SECTION 3: The City Commission hereby establishes a new Committee, the Cocoa Beach Sustainability Committee to carry out the intent of this Resolution as more specifically described in the attached Exhibit "A".

SECTION 4: This Resolution becomes effective upon adoption.

Upon Motion by Commissioner _____ and seconded by Commissioner _____, this Resolution 2024-29 was duly adopted at a Regular Meeting of the City Commission of the City of Cocoa Beach, Florida, held on the _____ day of _____, 2024.

Ayes: _____
Nays: _____
Absent or Abstaining: _____

Keith Capizzi,
Mayor-Commissioner

ATTEST:

Karin Grooms, CMC, MPA
City Clerk

RESOLUTION NO. 2024-29

EXHIBIT A - COCOA BEACH SUSTAINABILITY COMMITTEE

I. PREFACE

The Cocoa Beach City Commission hereby creates the Cocoa Beach Sustainable Land Advisory Committee. The Cocoa Beach Sustainable Land Advisory Committee shall:

- ✓ be an Advisory Committee to the City Commission and City Manager,
- ✓ be composed of persons having interest, expertise, or involvement in aspects of sustainability that include and are not limited to conservation, cooperation, environmental compliance and risk reduction and restoration.
- ✓ advise and make recommendations to the City Commission on sustainability-related matters.
- ✓ form partnerships with, and receive support, and contributions from other organizations with sustainability programs.

II. PURPOSE

The City of Cocoa Beach recognizes that sustainability is essential for the continued livability of the planet. While there is awareness of this global concern, the City recognizes that solutions, at the local level, are critical. The Committee will recommend programs and policies and undertake actions that will engage the City of Cocoa Beach, its residents and its businesses in making Cocoa Beach a sustainable City.

The Cocoa Beach Sustainable Land Advisory Committee's review may include and is not limited to environmental matters, heritage trees, open space, parks, water quality, trash, recycling and compost, and sustainability-related matters.

The Cocoa Beach Sustainable Land Advisory Committee will have the primary responsibility to assist in the creation, implementation and reporting on the Cocoa Beach Environmental-Sustainability Plan as well as the Land Management Plan required in section 253.034(5) of the Florida Statutes.

Implementation of such a Plan would include responsibility, to the extent possible, not only of the City of Cocoa Beach, as an organization, but also recommendations to other institutions and groups in the community and surrounding areas. The Committee would be responsible to pursue efforts related to sustainability, such as, and not limited to, partnering with other cities, the IRL Council host of the Indian River Lagoon (IRL) National Estuary Program, experts in Leadership, in Energy, and Environmental Design (L.E.E.D.) and promoting best practices through recommendations for changes to the City Code, as well as City Strategic Plan priorities.

III. MISSION STATEMENT

The citizens of the City of Cocoa Beach are committed to being responsible for improving the quality of life in the community, by providing stewardship of the City's environmental resources in a manner that is equitable for all generations.

The City of Cocoa Beach recognizes its sustainability responsibility and the need to address the Environmental Sustainability Policy that includes:

- ✓ **Conservation** –
Actively explore, create, and communicate environmentally sound practices that emphasize the environmental management hierarchy of pollution prevention (source reduction), reuse, recycling, treatment, and environmentally safe disposal in order to conserve and protect our region's natural resources. The conservation principle includes assessing the effect on the environment of City activities, products, and services throughout their life cycles.

RESOLUTION NO. 2024-29

- ✓ **Cooperation –**
Build partnerships, inside and outside the City, to sustain and enhance our environment.
- ✓ **Environmental Compliance and Risk Reduction –**
Make recommendations to ensure that technologies, facilities, processes, and operating procedures meet and, when possible, exceed environmental, health, and safety requirements and other requirements that the City has committed to meet.
- ✓ **Restoration –**
Promptly and responsibly recommend the correction of conditions that hinder sustainable environments.

IV. BY LAWS

A. RESPONSIBILITY.

The City of Cocoa Beach recognizes that sustainability is essential for the continued livability of the planet. While sustainability is a global concern, solutions at the local level are critical. The Cocoa Beach Sustainable Land Advisory Committee is responsible for:

- ✓ helping to create the City of Cocoa Beach Sustainability Plan, a five-year plan that will be reviewed and updated on a yearly basis.
- ✓ updating and maintaining the City of Cocoa Beach Land Management Plan, a 10 year plan that is to be updated per the State.
- ✓ ensure that the tasks of the Plan, which are approved by the Commission, are included in the City Strategic Plan when able.
- ✓ provide recommendations to implement the Sustainability Plan, and report annually on measurements of success and failure.
- ✓ recognizing that responsibility is not only that of the City of Cocoa Beach as an organization, but also other institutions, groups and citizens in the community.
- ✓ coordinating and promoting education on sustainability.
- ✓ managing Land and programs for land and/or any other duties as requested by the City Commission.

B. MEMBERSHIP.

The City of Cocoa Beach Sustainable Land Advisory Committee shall consist of five (5) members appointed by the City Commission. Members should represent a diverse range of interests and experiences related to sustainability and are selected from, but are not limited to, the list noted below. Committee membership may include non-Cocoa Beach residents. As long as the Committee is broad-based, not every group needs be represented, and individual members may represent more than one group. Committee representatives could be selected from:

- (1) Educational Institutions
- (2) Not-for-profit service organizations with proven relationship to the natural environment
- (3) Science-based, environmental groups,
- (4) Individuals/Organizations with proven interest in sustainable business practices
- (5) Individuals/Organizations with proven interest in eco-tourism
- (6) Sustainability experts – environment and energy efficiency
- (7) Government entities

C. TERMS OF OFFICE AND ABSENCES.

RESOLUTION NO. 2024-29

The term of office is four years, with the terms corresponding to the appointing Commissioner. Members may be removed by the Commission at the discretion of the Commission. A member who is absent from three consecutively-scheduled meetings, with approved or not approved absences, upon notification by the Committee Chair, may be removed by the City Commission. Vacancies shall be filled by the appointing Commissioner for the unexpired term.

D. OFFICERS.

At the first scheduled meeting of the calendar year, the Committee shall elect a Chair and Vice-Chair, who are voting members and who hold office at the pleasure of the Commission.

E. STAFF SUPPORT.

The City Manager will appoint city staff member(s) to support the Committee.

F. ANNUAL REPORT.

In January of each year, the Committee shall submit an annual report to the City Commission on business conducted, as required by City Boards and Committees. The report will also include reporting on the Cocoa Beach Sustainability Plan.

G. EXPENSES.

Committee members receive no compensation.

H. MEETINGS AND RULES.

Quorum: A majority of the Committee constitutes a quorum.

Rules: The Committee shall follow City rules set by the City Commission, City Code, and Florida Statutes. The Committee shall act in accordance with the Sunshine Law and follow the Public Records law. The Committee may adopt additional rules and regulations for its governance.

Meetings: The Committee meets not less than six times per year. Meetings shall be held at City Hall, and will be broadcast.

I. POWERS AND DUTIES.

The Cocoa Beach Sustainability Committee is advisory to the City Commission. The Committee:

- (1) Shall makes recommendations to the Commission and City Manager for strategies and/or actions designed to implement the Sustainability Plan and any subsequent updates endorsed by the City Commission. Recommendations shall be science based.
- (2) Shall makes recommendations to the Commission and the City Manager for updates of the Land Management Plan that is endorsed by the City Commission.
- (3) Shall present, in January of each year, an annual report to the City Commission of business conducted the past year, and recommend an annual work plan for the upcoming year in order to secure approval.
- (4) Shall recommend to the Commission in March of each year, for City Commission approval, Sustainability Plan tasks that are to be included in the City's Strategic Plan and in the City's budget. The Committee shall propose changes to the Sustainability Plan, as deemed necessary, and seek endorsement by the City Commission.
- (5) Shall work on sustainability-related projects as directed by the Commission and/or City Manager. It shall provides input on sustainability policies and practices that reflect community values, while balancing community priorities and resources.

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Public Works /
Brad Kalsow, Director of Water Reclamation
Morgan Zuhlke, Stormwater Manager

MEETING DATE

December 5, 2024

REQUESTED MOTION/ACTION

Approve Waterfront Solutions to construct ADA Dune Crossovers at Osceola Ln and Fischer Park for \$209,750. This is a budgeted item.

Staff Representative: Brad Kalsow, Water Reclamation/Public Works Director, Morgan Zuhlke, Stormwater Utility Manager

Recommendation: Approve

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

This is a budgeted item.

BACKGROUND:

Osceola Ln and Fischer Park dune crossovers are in need of replacement. Both dune crossovers were designed in FY24 to be ADA crossovers. City staff will demolition the existing dune crossovers at both locations.



WATERFRONT SOLUTIONS
A Division of
Johnsen Amphibious Marine

PROPOSAL

Date	Proposal #
11/26/2024	96647-R248C

CUSTOMER

City of Cocoa Beach
Fisher Park

Terms	Main Phone

Description	Total
OPTION A: DUNE CROSSOVER WITH STAINLESS STEEL HAND RAILINGS 1. Install 220' of dune crossover 2. Support pilings 6" pressure treated 3. Install 2x12 #1 pressure treated collars (split pile cap) fastened with 2-5/8" 316 stainless steel bolts with 2x2 square stainless steel washers 4. Install 2x12 pressure treated stringers, fastened with 2-5/8" 316 stainless steel 2x2 square stainless steel washers 5. Install 2x12x18" back block at stringer joints at pilings, fastened with 4-5/8" 316 stainless steel bolts with 2x2 square stainless steel washers 6. Install hurricane straps H8 316 stainless steel on each of the inner stringers 7. Install 2x6 #1 treated decking, fastened with 2 stainless steel screws per stringer 8. Install railing on each side of dune crossover 9. Railing 1- 2x6 mid-rail, 1-2x6 handrail mount, 1-2x8 top-rail with 1-2x4 side-rail, pressure treated, fastened with stainless steel fasteners 10. Install handrail 1 1/2" tubular type stainless steel with stainless steel fasteners on each side of dune crossover 11. Remove debris 12. City of Cocoa Beach to remove existing crossover and debris	116,880.00

All materials guaranteed to be as specified. All work to be completed in a manner according to stand practices. Any alterations from above specifications shall require a written change order and shall become an additional charge over & above this estimate. Contractor is not responsible for natural / weather or customer delays beyond our control. All employees are covered by Workmen compensation insurance and USL&H for Longshoremen. The above prices are good for 30 days.

Date _____

Signature _____



WATERFRONT SOLUTIONS
A Division of
Johnsen Amphibious Marine

PROPOSAL

Date	Proposal #
11/26/2024	96647-R245C

CUSTOMER

City of Cocoa Beach
Osceola Park Dune Crossover

Terms	Main Phone

Description	Total
OPTION A: DUNE CROSSOVER WITH STAINLESS STEEL HAND RAILINGS 1. Install 157' of dune crossover 2. Support pilings 6" pressure treated 3. Install 2x12 #1 pressure treated collars (split pile cap) fastened with 2-5/8" 316 stainless steel bolts with 2x2 square stainless steel washers 4. Install 2x12 pressure treated stringers, fastened with 2-5/8" 316 stainless steel 2x2 square stainless steel washers 5. Install 2" back block at stringer joints at pilings, fastened with 4-5/8" 316 stainless steel bolts with 2x2 square stainless steel washers 6. Install hurricane straps H8 316 stainless steel on each of the inner stringers 7. Install 2x6 #1 treated decking, fastened with 2 stainless steel screws per stringer 8. Install railing on each side of dune crossover 9. Railing 1- 2x6 mid-rail, 1-2x6 handrail mount, 1-2x8 top rail with 1-2x4 side rail, pressure treated, fastened with stainless steel fasteners 10. Install handrail 1 1/2" tubular type stainless steel with stainless steel fasteners on each side of dune crossover 11. Remove debris 12. City of Cocoa Beach to remove existing crossover and debris	92,870.00

All materials guaranteed to be as specified. All work to be completed in a manner according to stand practices. Any alterations from above specifications shall require a written change order and shall become an additional charge over & above this estimate. Contractor is not responsible for natural / weather or customer delays beyond our control. All employees are covered by Workmen compensation insurance and USL&H for Longshoremen. The above prices are good for 30 days.

Date _____

Signature _____

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Development Services /
David Dickey, Director of Development
Services

MEETING DATE

December 5, 2024

REQUESTED MOTION/ACTION

ADOPT ORDINANCE 1694 ON SECOND READING: AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA, ADOPTING A NEW CHAPTER 13.1, "MISLEADING ADVERTISING", TO THE CODE OF ORDINANCES OF THE CITY OF COCOA BEACH, PROHIBITING MISLEADING ADVERTISING WITH A RATIONAL NEXUS TO THE CITY OF COCOA BEACH; AND PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

Staff Representative: Loren Wiltse - Principal Planner, David Dickey - Development Services Director

Staff Recommendation: Approve Second Reading and Adopt Ordinance 1694 "Misleading Advertising"

Staff Representative:
Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

Ordinance 1694 is intended to protect the City of Cocoa Beach and its residents, business owners, and visitors to ensure that potential visitors are not lured to the City of Cocoa Beach through misleading, false, fraudulent or deceptive advertisements, and are thereby made subject to unexpected and unpleasant enforcement actions that would not occur, but for misleading, false, fraudulent or deceptive advertisements.

The Commercial Speech Doctrine, as established by case law of the United States Supreme Court, makes it clear that commercial speech that is misleading, false, fraudulent or deceptive, or proposes an illegal transaction, does not even pass the threshold of First Amendment protection and may be banned. Adoption of Ordinance 1694 will facilitate easier resolution/prosecution of incidents of misleading advertising.

ORDINANCE NO. 1694

AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA, ADOPTING A NEW CHAPTER 13.1, "MISLEADING ADVERTISING", TO THE CODE OF ORDINANCES OF THE CITY OF COCOA BEACH, PROHIBITING MISLEADING ADVERTISING WITH A RATIONAL NEXUS TO THE CITY OF COCOA BEACH; AND PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Section 817.41 Florida Statutes, provides that; "It shall be unlawful for any person to make or disseminate or cause to be made or disseminated before the general public of the state, or any portion thereof, any misleading advertisement. Such making or dissemination of misleading advertising shall constitute and is hereby declared to be fraudulent and unlawful, designed and intended for obtaining money or property under false pretenses.

WHEREAS, the City Commission has considered the comments provided by interested citizens, and has the authority to designate misleading advertising with a rational nexus to the City of Cocoa Beach, to be declared fraudulent and unlawful and subject to findings, restrictions and conditions deemed necessary to ensure public safety; and

WHEREAS, the City Commission has determined it to be in the best interest of the City of Cocoa Beach and its residents and visitors to ensure that potential visitors are not deceived by misleading, false, fraudulent or deceptive advertisements and are damaged thereby resulting in injury to the reputation of the City of Cocoa Beach, and are not lured to the City of Cocoa Beach through misleading, false, fraudulent or deceptive advertisements, and are thereby made subject to unexpected and unpleasant enforcement actions that would not occur, but for the misleading, false, fraudulent or deceptive advertisements.

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

SECTION 1. FINDINGS. The foregoing "Whereas" clauses are true and correct and are hereby ratified and confirmed by the City Commission and reflect the legislative intent of this ordinance.

SECTION 2. ADOPTION. A new Chapter 13.1, "Misleading Advertising", of the Code of Ordinances of the City of Cocoa Beach and is hereby adopted to read as follows:

Chapter 13.1 MISLEADING ADVERTISING

ARTICLE I. IN GENERAL

Sec. 13.1-1. F. S. § 817.41 adopted.

- (a) It shall be unlawful for any person to commit any act which has a rational nexus to the City of Cocoa Beach which constitutes a violation of F. S., § 817.41, "Misleading advertising prohibited."
- (b) Every day a violation of this section continues shall constitute a separate offense which shall be separately punished. Every discrete misleading advertisement shall constitute a separate offense which shall be separately punished.
- (c) Every violation of this section shall also be deemed a civil infraction which may be punished in accordance with the provisions of a resolution adopted by the city commission.
- (d) In addition, any violation of this section is deemed a public nuisance, and shall be subject to abatement by the city, and any person who is found in violation of this section shall be subject to injunctive relief in a court of competent jurisdiction to enjoin the violation, as well as any other relief permitted by law, and such relief shall be cumulative.

ARTICLE II. MISLEADING ADVERTISING RELATING TO LODGING ESTABLISHMENTS

Sec. 13.1-2. Authority, scope and purpose.

This article is enacted under the home rule power of the City of Cocoa Beach in the interest of the health, peace, safety and general welfare of the residents of, business owners in, and visitors to, Cocoa Beach, and to protect the visitors and potential visitors to the City of Cocoa Beach from advertisements that are misleading, false, fraudulent, or deceptive, relating to lodging establishments in the City of Cocoa Beach.

The City of Cocoa Beach adopted chapter 26.5, an ordinance regulating vacation rentals, which imposed certain occupancy regulations on vacation rentals within the City of Cocoa Beach. Most vacation rental owners comply with the occupancy requirements imposed by the Vacation Rental Ordinance and their vacation rental registration and advertise their vacation rentals in a manner that is not misleading, false, fraudulent, or deceptive as to the number of occupants permitted in a vacation rental.

There are certain lodging establishments that are condominiums that have restrictions in their condominium documents as to rental limitations, including, but not limited to occupancy caps.

There are certain vacation rental owners who advertise occupancy levels that are not permitted under the Vacation Rental Ordinance, thereby subjecting potential vacation rental occupants to penalties and enforcement actions under the Cocoa Beach Code of Ordinances. There could also be negative repercussions to renters of a condominium unit if the condominium unit is rented in contradiction to condominium regulations.

There are certain vacation rental owners and/or management companies that advertise occupancy levels that are not permitted under the Vacation Rental Ordinance and, when discovered and notified of the misleading advertisement by the city, change the occupancy to the one allowed, but later change the occupancy to a non-permitted occupancy to avoid the occupancy restriction and the penalties for violations, as well as deceive potential vacation rental occupants. The city finds that such activities not only perpetrate fraud upon potential vacation rental occupants, but also perpetrate a fraud against the city and should be subject to special penalties under this article.

It is in the best interest of the City of Cocoa Beach and its residents, business owners and visitors to ensure that potential visitors are not lured to the City of Cocoa Beach through misleading, false, fraudulent or deceptive advertisements, and are thereby made subject to unexpected and unpleasant enforcement actions that would not occur, but for the misleading, false, fraudulent or deceptive advertisements.

The Commercial Speech Doctrine, as established by case law of the United States Supreme Court, makes it clear that commercial speech that is misleading, false, fraudulent or deceptive, or proposes an illegal transaction, does not even pass the threshold of First Amendment protection and may be banned.

Sec. 13.1-3. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

The word "dwelling" shall mean any habitable space, such as, but not limited to a house, condominium, duplex, or apartment, regardless of the location.

The phrase "lodging establishment" includes any Vacation Rental as defined in section 26.5-3 of this Code, and any house, condominium, duplex, apartment, unit, dwelling, building, or group of buildings located within the City of Cocoa Beach.

The phrase "misleading advertising" includes any statements made, or disseminated, in oral, written, digital, or printed form or otherwise, to or before the public, or any portion thereof, which are

known, or through the exercise of reasonable care or investigation could or might have been ascertained, to be untrue or misleading in any respect, including, but not limited to:

- (1) Advertising a lodging establishment for occupancy for a number of occupants in excess of the number of occupants allowed in the lodging establishment's vacation rental registration;
- (2) Advertising a condominium unit for a use in violation of any restriction contained in the condominium association's documents; or
- (3) Advertising a house, condominium, duplex, or other dwelling, whether located in Cocoa Beach or not, with the intent to place any tenants responding to such advertisement in a different location in the City of Cocoa Beach;
- (4) Commit repetitive misleading advertisement activity;

which are, or were, made, committed, or disseminated with the intent or purpose, either directly or indirectly, of renting or leasing any lodging establishment or other dwelling of any kind, or to induce the public to enter any obligation relating to such rental or leasing of a lodging establishment or other dwelling.

The word "person" includes individuals, firms, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, limited liability companies, unincorporated associations, companies, corporations, and all other groups, combinations, or legal entities.

The phrase "repetitive misleading advertisement activity" means when a vacation rental is advertised at an occupancy level that is not permitted under the Vacation Rental Ordinance and, when discovered and notified of the misleading advertisement by the city, the advertisement is changed to the occupancy allowed, but later is changed to an occupancy that is not permitted under the Vacation Rental Ordinance.

Sec. 13.1-4. Specific misleading advertisements prohibited; punishments.

- (a) It shall be unlawful for any person to make or disseminate or cause to be made or disseminated before the general public, or any portion thereof, any misleading advertisement with a rational nexus to the City of Cocoa Beach. Such making or dissemination of misleading advertising with a rational nexus to the City of Cocoa Beach shall constitute and is hereby declared to be fraudulent and unlawful, designed and intended for obtaining money or property under false pretenses.
- (b) Every day a violation of this section continues shall constitute a separate offense which shall be separately punished. Every discrete misleading advertisement shall constitute a separate offense which shall be separately punished.
- (c) Every first violation of this section shall be deemed a civil infraction which may be punished in accordance with the provisions of section 30-22 of this Code. For purposes of the civil infraction, the civil penalty shall be as set forth in a Resolution of the city commission.
- (d) Persons found to have committed repetitive misleading advertising activity, and the owners of the vacation rentals that are the subject of such repetitive misleading advertising activity, shall each be fined in an amount computed by the Special Magistrate based on criteria as set forth in a Resolution adopted by the city commission. If a management company or individual registered the vacation rental under the city's Vacation Rental Ordinance, such management company or individual, for the purposes of enforcing this ordinance, shall be subject to a rebuttable presumption to have been the person to have committed repetitive misleading advertising activity. Notices of violations under this article shall be sent to the management company, individual and owner of a vacation rental, and they shall then have a duty to monitor future advertisements of the vacation rental to prevent repetitive misleading advertising activity. The determination of whether a repetitive misleading advertising activity has taken place shall be made in a quasi-judicial hearing before the Special Magistrate of the City of Cocoa Beach.

- (e) In addition, any violation of this section is deemed a public nuisance, and shall be subject to abatement by the city, and any person who is found in violation of this section shall be subject to injunctive relief in a court of competent jurisdiction to enjoin the violation, as well as any other relief permitted by law, and such relief shall be cumulative.

Sec. 13.1-5. Presumption.

There shall be a rebuttable presumption that the person(s) named in or obtaining the benefits, or calculated to obtain the benefits, of any misleading advertisement, or any rental, or prospective rental of any lodging establishment or other dwelling about which there is a misleading advertisement, including, but not limited to the owner(s) and the individual or management company handling such lodging establishment or other dwelling, are responsible for such misleading advertisement, have committed the violation prohibited herein, and are subject to the punishment provided herein.

SECTION 3. CONFLICTS. All Ordinances or parts of Ordinances insofar as they are inconsistent or in conflict with the provisions of this Ordinance are hereby repealed to the extent of any conflict.

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

SECTION 5. SEVERABILITY. In the event that any word(s), phrase(s), portion(s), sub-sub-section(s), sub-section(s), or section(s) of this Ordinance, is contrary to law, or against public policy, or shall for any reason whatsoever held to be invalid, illegal or unconstitutional, by any court of competent jurisdiction, such word(s), phrase(s), portion(s), sub-sub-section(s), sub-section(s), or section(s) of this Ordinance shall be null and void, and shall be deemed severed, and a separate, distinct, and independent provision from the remaining provisions of this Ordinance, and such holding shall in no manner affect the validity of the remaining words, phrases, portions, sub-sub-sections, sub-sections, or sections of this Ordinance, which shall remain in full force and effect. This Ordinance shall be construed in a manner to accomplish, to the greatest extent legally possible, the purposes of this Ordinance as expressed herein.

SECTION 6. Effective Date. This ordinance shall become effective upon adoption by the City Commission.

Upon Motion by Commissioner _____, seconded by Commissioner _____, this Ordinance was duly adopted at a Regular Meeting of the City Commission of the City of Cocoa Beach, Florida, held on the ____ day of _____, 2024.

Ayes: _____
Nays: _____
Absent or Abstaining _____

Keith Capizzi
Mayor-Commissioner

ATTEST:

Karen Groom
City Clerk

First Reading: _____
Date Posted: _____
Date Published: _____

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Commission /

MEETING DATE

December 5, 2024

REQUESTED MOTION/ACTION

Consider recognizing Brian Johnson, Cocoa Beach Resident and Cocoa Beach High School Baseball Coach by adding his name to the City entrance sign.

Representative: Tim Tumulty, Commissioner

Recommendation: Approve

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

Honoring a Local Legend: Brian Johnson's Athletic Journey and Impact on Cocoa Beach

Cocoa Beach has long been known for its beautiful beaches, laid-back lifestyle, and tight-knit community. But one of the shining stars of this coastal town isn't just a local icon in spirit—he's a true embodiment of hard work, determination, and athletic excellence. Brian Johnson, a proud Cocoa Beach resident and 2009 graduate of Cocoa Beach High School, has not only made his mark in the world of baseball but has returned to inspire the next generation of athletes in his hometown.

A Foundation of Excellence

Brian's journey to athletic greatness began right here in Cocoa Beach, where he was a standout at Cocoa Beach High School. In 2008 and 2009, he was named **Florida Today Baseball Player of the Year**, and earned the prestigious **First-Team All-State** honors for his exceptional skills on the diamond. These early achievements were just a glimpse of what was to come for the talented young athlete.

Rising to the Top: College and Beyond

Brian's love for baseball led him to the University of Florida, where he continued to shine. As a member of the Gators, Brian played in the **College World Series finals**, an experience that would mark the beginning of a remarkable career. His skill as a two-way player—excelling both as a pitcher and a batter—earned him a place on the **Collegiate National Team** in 2010. His talent was undeniable, and in 2012, he received the coveted **John Olerud Award**, given to the best two-way player in all of collegiate baseball.

MLB Dreams Realized

In 2012, Brian's dreams came true when he was selected in the **first round of the MLB Draft** by the **Boston Red Sox** as the 31st overall pick. It was the start of his professional baseball career. Brian made his major league debut, eventually earning a **World Series ring with the Red Sox in 2018**, a crowning achievement in any player's career.

Returning Home: A Full-Circle Moment

What makes Brian's story even more inspiring is his return to Cocoa Beach, where he's now giving back to the community that supported him throughout his career. As the **head coach of the Cocoa Beach High School baseball team**, Brian is not only imparting his wealth of knowledge and experience but also serving as a mentor for young athletes who dream of following in his footsteps.

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Commission /

MEETING DATE

December 5, 2024

REQUESTED MOTION/ACTION

Discuss the design and construction budget for Fire Station 50.

Staff Representative: Jeremy Hutcherson, Commissioner

Recommendation: Re-consider path forward for Fire Station 50

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

Pertinent Facts Concerning Items:

1. Commissioner(s) at a September 2024 Commission meeting, indicated a desire to re-consider design and construction path forward for proposed FS50
2. FY24 Capital Improvement Plan (CIP) baselined FS50 construction costs @ \$5M, to be spent in FY2025 (FY24 budget, page G-19)
3. Commission voted in July 2024 to defer FS50 construction costs into FY2026
4. FY25 CIP included additional design scope budget (+\$500k), to be spent in FY2026
5. Duplicate design costs (\$150k) were also included into FY2025 (FY25 budget, page B-128). See GREEN inline text (see attachment)

Item to be considered:

Design and construction budget for Fire Station 50 (FS50)

Pertinent Facts Concerning Items:

1. Commissioner(s) at a September 2024 Commission meeting, indicated a desire to re-consider design and construction path forward for proposed FS50
2. FY24 Capital Improvement Plan (CIP) baselined FS50 construction costs @ \$5M, to be spent in FY2025 (FY24 budget, page G-19)

PROJECT(S)	PROJECT CODE	FY2024	FY2025
Fire Station 50 Design Planning		—	5,000,000

3. Commission voted in July 2024 to defer FS50 construction costs into FY2026
4. FY25 CIP included additional design scope budget (+\$500k), to be spent in FY2026

PROJECT(S)	PROJECT CODE	FY2025	FY2026
Fire Station 50 Design Planning/ Construction			5,500,000

5. Duplicate design costs (\$150k) were also included into FY2025 (FY25 budget, page B-128). See GREEN inline text

	2022 Actual	2023 Actual	2024 Amended Budget	2024 Estimated	2025 Proposed Budget
PERSONNEL SERVICES					
OPERATING					
31-00 Professional Services	51,577	47,202	46,412	16,037	219,587

From: Patrisha Draycott <pdraycott@cityofcocoabeach.com>
Sent: Tuesday, August 6, 2024 1:46:04 PM
To: Jeremy Hutcherson <jeremy.hutcherson@cityofcocoabeach.com>
Cc: Wayne Carragino <wcarragino@cityofcocoabeach.com>; Cody Dingee <Cody.Dingee@cityofcocoabeach.com>
Subject: Questions

Good afternoon Commission Hutcherson,

Please see below (in green) for answers to your questions.

33 - (31-00) - details of professional services scope.....+79% increase actually ~500% increase (\$46k to \$220k) **150k budgeted for Fire Station 50 design**

Desired Action By Commission:

1. Re-consider path forward for Fire Station 50

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Commission /

MEETING DATE

December 5, 2024

REQUESTED MOTION/ACTION

Approve Proposed FY 26 Budget Cycle Milestone Dates

Staff Representative: Jeremy Hutcherson, Commissioner

Recommendation: Approve revised Sections 3.01 & 5.01, in accordance with redline updates

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

Pertinent Facts Concerning Items:

1. FY2024 and FY2025 budget planning cycles were particularly challenging due to late availability of draft budgets, workshops and resident discussion. Challenges include:
 - Proposed Budget availability (September 3, 2024) 6 weeks AFTER Proposed Millage rate vote (July 16, 2024)
 - Commission forced to vote on Proposed Millage rate ceiling, based on personal financial management philosophy, due to unavailability of Proposed Budget
 - Lack of transparency with proposed city operating budgets
1. An updated FY26 budget cycle will;
 - Facilitate resident visibility and meaningful input to budget priorities (capital AND operating)
 - Enable Commission to approve a millage rate based on mature budget data
 - Enable Commission to line item vote on budget priority items

Item to be considered:

Updating Cocoa Beach city charter paragraph Sec. 3.01 and Sec. 5.01, related to budget cycle process and milestones.

Pertinent Facts Concerning Items:

1. FY2024 and FY2025 budget planning cycles were particularly challenging due to late availability of draft budgets, workshops and resident discussion. Challenges include:
 - Proposed Budget availability (September 3, 2024) 6 weeks AFTER Proposed Millage rate vote (July 16, 2024)
 - Commission forced to vote on Proposed Millage rate ceiling, based on personal financial management philosophy, due to unavailability of Proposed Budget
 - Lack of transparency with proposed city operating budgets
2. An updated FY26 budget cycle will;
 - Facilitate resident visibility and meaningful input to budget priorities (capital AND operating)
 - Enable Commission to approve a millage rate based on mature budget data
 - Enable Commission to line item vote on budget priority items

Event	FY25 Budget Calendar (page A-21)	Actual FY25 cycle	Proposed FY26 cycle
Send Budget input materials to commission	Feb 29, 2024	Never occurred	Feb 2025
CIP Budget workshop with Commission	April 23, 2024	July 2, 2024 • 2.5 months late to Budget Calendar • Summary budget lines only • Unbalanced >\$2M	April 2025: • <u>Draft</u> operating budget, CIP and Basis of Estimates
Workshop 2	N/A	July 16, 2024 • Line item CIP with BoE • No Operating Budget included	June 2025: • <u>Balanced</u> operating budget, CIP and BoE
Proposed Millage vote	July 16, 2024	July 16, 2024	July 2025
Draft budget, Rev. 1	N/A	August 27, 2024	N/A
Draft budget, Rev. 2	N/A	August 29, 2024	N/A
Proposed Budget	N/A	September 3, 2024	July 2025 – <u>BEFORE</u> Proposed Millage vote
1 st Public hearing – tentative millage & budget	September 4, 2024	September 4, 2024	September 2025
2 nd Public hearing – Final millage & budget	September 19, 2024	September 19, 2024	September 2025

Desired Action By Commission:

1. Approve revised Sections 3.01 & 5.01, in accordance with redline updates below

Cocoa Beach Charter (proposed additions, removals)

Sec. 3.01. - City Manager Appointment, and Powers and Duties.

There shall be a city manager who shall be responsible to the commission for the administration of all city affairs. The city manager shall be appointed by the city commission and shall serve at the pleasure of the city commission. The compensation of the city manager shall be fixed by the commission.

The city manager shall:

1. Execute the laws and administer the government of the city except as limited in this charter.
2. Appoint and remove any employee of the city except as otherwise provided by this Charter. The city manager may authorize department directors to appoint and remove subordinates in their departments, unless these powers are otherwise limited by law
3. Prepare the budget annually **containing all operations of city government**, and submit it to the city commission **by first regular Commission meeting in July** ~~in a time and manner~~ pursuant to Florida law.
4. Prepare and submit to the city commission a complete report on finances and administrative activities of the city as of the end of the fiscal year, including the annual audit for the preceding year.
5. Keep the city commission advised of the financial condition and future needs of the city and make such recommendations as may seem desirable.
6. Perform such other duties as may be prescribed by this charter or may be required by the city commission consistent with the Charter.

Sec. 5.01. - Submission of budget and budget message

By first regular Commission meeting in July ~~in a time and manner~~ pursuant to Florida law, the city manager shall submit to the city commission a budget **containing all operations of city government**, for the ensuing fiscal year and an accompanying explanatory message.

City Commission's proposed budget. After considering and revising the city manager's budget as it deems necessary, the city commission shall adopt a proposed budget and determine tax requirements under that budget

Satellite Beach Charter (included for reference)

Sec. 6.03. - Budget

- 1) *City manager's proposed budget.* No later than the first regular city council meeting in August, the city manager shall present a proposed budget to the city council for all operations of city government for the next fiscal year. In addition to any other(s) the city council may request, the proposed budget shall contain the following components
 - a) The city manager's budget message explaining the important features, financial issues, policies and proposed policy changes, and objectives of the proposed budget
 - b) A budget summary presenting an overview of sources and amounts of anticipated revenues and expenditures; and
 - c) A detailed budget presenting the specifics of all anticipated revenues and expenditures
- 2) *City council's proposed budget.* After considering and revising the city manager's budget as it deems necessary, the city council shall adopt a proposed budget and determine tax requirements under that budget

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Commission /

MEETING DATE

December 5, 2024

REQUESTED MOTION/ACTION

Discuss revision to Cocoa Beach city ordinance; 2-7.1 Competitive Bidding.

Staff Representative: Jeremy Hutcherson, Commissioner

Recommendation: Approve proposed redline to Sec. 2-7.1

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

Item to be considered:

Revision to Cocoa Beach city ordinance; 2-7.1 Competitive Bidding (see redlines pg 2):

1. Reduce procurement approval threshold from \$50k to \$25k
2. Add sole-source waiver option for procurements greater than \$25k

Pertinent Facts Concerning Items:

1. Unsustainable budget deficits were approved in FY24 & FY25 (see page 7)
2. These budget deficits were not attributed to a single large expense, but rather numerous service scope increases, across multiple budget line items
3. Effective Commission approval thresholds (ie cost controls) are critical to mitigating future budget growth and overruns
4. Cocoa Beach approval threshold is two times higher than every other Brevard city, excluding Indian Harbor Beach. Commission approval thresholds:
 1. Cocoa Beach = \$50k
 2. Satellite Beach = \$25k
 3. Cape Canaveral = \$20k
 4. Rockledge = \$25k
 5. Indian Harbor Beach = \$40k
 6. Melbourne = \$25k (contract threshold), \$35k (bidding threshold)
 7. Titusville = \$25k
5. Proposed ordinance will provide additional visibility to city budget expenditures and enable residents to disposition expenditures thru Commissioners.

Desired Action By Commission:

Approved proposed redline to Sec 2-7.1

Subject: City of Cocoa Beach Commission procurement approval threshold

Item to be considered:

Revision to Cocoa Beach city ordinance; 2-7.1 Competitive Bidding (see redlines pg 2):

1. Reduce procurement approval threshold from \$50k to \$25k
2. Add sole-source waiver option for procurements greater than \$25k

Pertinent Facts Concerning Items:

1. Unsustainable budget deficits were approved in FY24 & FY25 (see page 7)
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 6. Melbourne = \$25k (contract threshold), \$35k (bidding threshold)
 7. Titusville = \$25k
5. Proposed ordinance will provide additional visibility to city budget expenditures and enable residents to disposition expenditures thru Commissioners.

Desired Action By Commission:

1. Approved proposed redline to Sec 2-7.1

Cocoa Beach Charter (proposed *additions*, ~~removals~~)

Sec. 2-7.1. - Competitive bidding.

No contract in the amount of fifty thousand dollars (\$50,000.00) or more shall be let by the city commission, the city manager or the city finance/purchasing director for any city improvements, services, goods, supplies or materials without first obtaining competitive, sealed bids in accordance with established procedures as published in the City of Cocoa Beach Purchasing Manual. City commission approval is required prior to making the commitment.

Contracts involving commission approved, budgeted dollar commitments of less than ~~fifty~~ *twenty five* thousand dollars ~~(\$50,000.00)~~ *\$25,000* are controlled and administered by the city manager in accordance with established procedures as published in the City of Cocoa Beach Purchasing Manual.

For improvements or purchases costing between \$25,000.01 and \$50,000.00, the city commission, by a four-fifths vote, may provide for a sole source acquisition and waive the requirements for competitive bidding.

Satellite Beach (included for reference)

Sec. 2-226. - Competitive bidding; publication of notice.

No contracts shall be let by the city for any city improvement, nor shall any goods, supplies or materials be purchased by the city manager or their appointed purchasing agent for city purposes or use when the total amount to be paid therefor by the city shall **exceed \$25,000.00** unless notice thereof has first been advertised for one time, at least two weeks prior to the bid opening in a newspaper published in the city, or if no newspaper is published in the city, then in a newspaper of general circulation within the city and published in the county, calling for bids upon the work to be performed or the goods, supplies or materials to be purchased by the city. The foregoing bid process shall not be required:

(2) If the city accepts a bid obtained through a city council approved cooperative procurement arrangement or agreement with any other government entity or agency, irrespective of whether such entity or agency is located in the state or not.

Sec. 2-229. - Waiver of bidding requirements.

For improvements or purchases costing between \$25,000.01 and \$50,000.00, the city council, by a four-fifths vote, may provide for a sole source acquisition and waive the requirements for competitive bidding.

Cape Canaveral (included for reference)

Sec. 2-219. - Open market purchase procedures.

All purchases with an estimated value of **\$20,000.00 or less** shall be made on the open market without observing the procedure prescribed by [section 2-218](#) for the award of contracts. Purchases of greater than \$1,000.00 but less than \$5,000.00 will be obtained by soliciting written quotes prior to awarding a contract or purchase order. All purchases exceeding \$1,000.00 but not exceeding \$5,000.00 shall be approved by the city manager. Except in the case of emergency, the city purchasing agent shall solicit at least three competitive quotes by way of mail, telephone or other suitable means, and the quote of the lowest responsible bidder shall be accepted. The city purchasing agent shall keep a record of all open market purchases and the bids submitted in competition therefor and such records shall be open to public inspection. If the open market purchase sought is less than \$1,000.00, the city purchasing agent shall make purchases according to best commercial practice. The purchase of budgeted capital equipment between \$5,000.00 and \$20,000.00 shall be approved by the city manager.

Sec. 2-220. - Sole source.

When it has been determined that a certain type of supplies, services or construction is available from only one source, or no other substitutive supplies, services, or construction are available for purchase by the city, the city may purchase the items from the single source of supply without complying with the competitive purchasing provisions of this division.

Rockledge (included for reference)

Sec. 2-172. - Purchases and competitive bidding policy and procedures.

General policy. In an effort to insure that the city conducts its financial affairs in the best interest of its citizens, the following shall serve as the policy for the purchase of materials, equipment, and services by the city. However, consideration shall be given to the availability of service, ability of the provider to deliver the product being purchased, and how well bid specifications have been satisfied. In no event shall a low bid be the sole and only factor considered in determining the award of a contract

- Purchases of less than three hundred dollars (\$300.00) are to be approved by the individual department head of the department making such expenditure
- Purchases from three hundred dollars (\$300.00) to nine hundred and ninety-nine dollars and ninety-nine cents (\$999.99) shall require the submission of a purchase order requisition to the city manager for approval.
- Purchases from one thousand dollars (\$1,000.00) to five thousand dollars (\$5,000.00) are to be done through individual departments by obtaining a minimum of two (2) written quotes. A purchase order requisition is to be submitted to the city manager for approval with the supporting documentation and the recommendation as to the purchase.
- Purchases above five thousand dollars (\$5,000.00) to twenty-five thousand dollars (\$25,000.00) are to be done through individual departments by obtaining a minimum of three (3) written quotes based on listed specifications and will require the signature of the city manager prior to the issuance of a purchase order.
- Purchases above twenty-five thousand dollars (\$25,000.00) will require a formal advertisement of an invitation for competitive bids and/or the approval of the city council prior to the issuance of a purchase order.

Indian Harbor Beach (included for reference)

Sec. 2-8. - Limitation on contracts and purchases without competitive bidding out authorization for sole source acquisition; authorization for city manager to "piggy-back" contracts awarded by other governmental entities.

- As authorized by article XV, section 6(B) of the City Charter, the maximum limit for contracts and purchases made by the city without competitive bidding shall be forty thousand dollars (\$40,000.00)
- The city manager is authorized to "piggy-back" contracts for any purpose awarded by any other federal, state, or local governmental entity so long as the bidding process utilized by the other governmental entity in awarding such contract is consistent with the charter, ordinances, and policies of the city
- The city manager is authorized to approve change orders to contracts up to ten percent (10.00%) of the original contract amount where the original contract amount amount or a maximum of \$40,000.00 (\$400,000.00) whichever is less
- Sole source procurement. A contract may be made without competitive bidding after conducting a good faith review of available sources, when there is only one (1) source for the required item or service, and that the item or service is the only item or service that can meet the city's need, or by negotiation where the procurement by competitive procedure is not feasible or practicable

Melbourne (included for reference)

Sec. 2-572. - Jurisdiction on public improvement or professional service contracts.

- a) The solicitation and award of contracts involving public works or public construction and improvements shall be administered by the engineering department. Public works and public construction and improvement contract solicitation and being accomplished by the procurement division, in the case of the solicitation and award of contracts involving public works or public construction and improvements, said tasks shall be accomplished by the engineering department.
- b) The solicitation and consummation of contracts involving leases by the city for all grounds, buildings, or other space required by using.....may make reference to certain tasks being accomplished by the procurement division, said tasks shall be accomplished by the city manager or his designee.
- c) Contracts for professional services shall be exempt from this article relating to purchasing. The purchase of professional services subject to the Consultants' Competitive Negotiation Act, F.S. § 287.055, shall be awarded pursuant to the provisions of that enactment, as amended from time to time. The purchase of professional services, subject to F.S. § 11.45, shall be awarded pursuant to the provisions of that enactment, as amended from time to time. Except as otherwise provided in this subsection, the purchase of professional services up to and including \$25,000.00 may be awarded by the city manager. Except as otherwise provided in this subsection, the purchase of professional services for in excess of \$25,000.00 shall be awarded by the city council.

Sec. 2-575. - Formal bids.

Generally. All supplies and services, except as otherwise provided herein, when the estimated cost shall exceed \$35,000.00, shall be purchased after competitive formal bidding (sealed bids) and awarded to the lowest and best responsible and responsive bidder. City council shall have authority to waive formal bid procedures in cases where it deems it advisable to do so, under the terms and conditions provided for in this article.

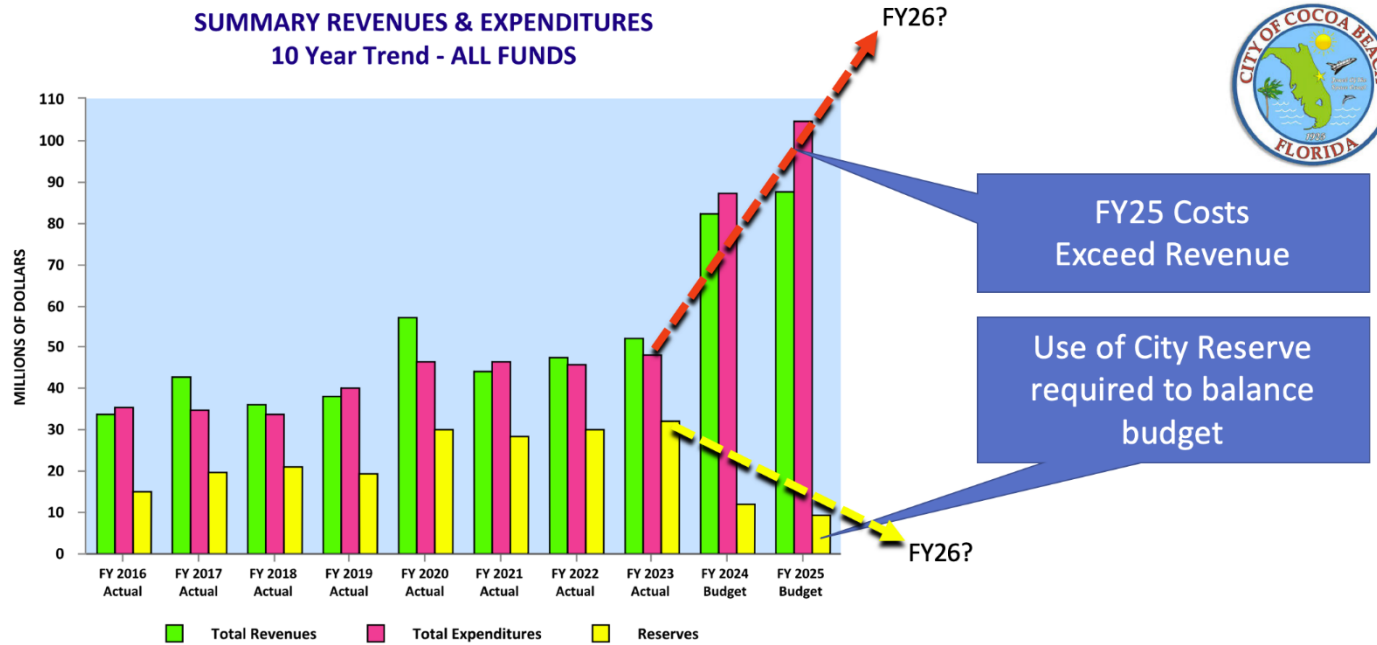
Titusville (included for reference)

Sec. 2-87. - Budget preparation and administration.

The city manager shall file a monthly financial report with the city council and shall furnish an in-depth analysis of the budget and financial conditions of the city at the midpoint of each fiscal year. The city manager or his designee is authorized to spend the funds authorized by the budget provided that purchases in excess of twenty-five thousand dollars (\$25,000.00) shall be submitted to the city council for approval unless otherwise provided by contract, are as authorized by [section 2-181](#), or waived or approved by a majority vote of council. The city manager shall publish purchasing policies to assure proper documentation, accountability, and a reasonable effort to secure competitive bidding. The city manager shall submit to the city council no later than two (2) months prior to the end of the fiscal year an annual budget to encompass operating maintenance and capital improvement expenditure and a proposed five-year plan for capital improvements. The city manager shall provide for professional financial administration consistent with proper accounting standards and practices.



SUMMARY REVENUES & EXPENDITURES 10 Year Trend - ALL FUNDS



FY25 \$6M General Fund Deficit spending NOT sustainable
\$11M Reserves remain = <2 years operating budget. Make it make sense!

FY2025 Budget Analysis – Seat 5 Hutcherson

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Manager /

MEETING DATE

December 5, 2024

REQUESTED MOTION/ACTION

Approve proceeding forward with the Port Wastewater Agreement Update
The Task Order is in conformance with the Agreement for Continuing Engineering Services RFQ CB20-005 dated December 3, 2020, between the City of Cocoa Beach (OWNER) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

The project includes modifications to Chapter 19 of the city's code of ordinances and modification of Article II, Industrial Pretreatment Program. The existing Port Canaveral wastewater service and maintenance contract will be amended. Proposed amendments will include modification of charges to adequately fund existing and future costs incurred by the City of Cocoa Beach. This includes increased costs associated with regulatory compliance, depreciation, collection system maintenance, treatment plant upgrades, administrative and operational expenses. Proposed changes to the current agreement will establish an equivalency between customer traffic, sewage strength and flow. The equivalency will be used to create a monthly rate based upon a combination of flow and the number of visitors per month that pass through the port facilities. This new equivalency charge would be used as a basis for calculating monthly payments that utilize a combined rate for flow and charges per customer as the basis of wholesale charges to be paid for sewer service. This is a budgeted item for \$71,520.

Staff Representative: Brad Kalsow, Water Reclamation, Wayne Carragino, City Manager

Recommendation: Approve

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

The project includes modifications to Chapter 19 of the city's code of ordinances and modification of Article II, Industrial Pretreatment Program. The exiting Port Canaveral wastewater service and maintenance contract will be amended. Proposed amendments will include modification of charges to adequately fund existing and future costs incurred by the City of Cocoa Beach. This includes increased costs associated with regulatory compliance, depreciation, collection system maintenance, treatment plant upgrades, administrative and operational expenses. Proposed changes to the current agreement will establish an equivalency between customer traffic, sewage strength and flow. The equivalency will be used to create a monthly rate based upon a combination of flow and the number of visitors per month that pass through the Port facilities. This

new equivalency charge would be used as a basis for calculating monthly payments that utilize a combined rate for flow and charges per customer as the basis of wholesale charges to be paid for sewer service.



October 1, 2024

Wayne Carragino
City Manager
City of Cocoa Beach
1600 Minutemen Causeway
Cocoa Beach, FL 32932

Email: wcarragino@cityofcocoabeach.com

Subject: Code of Ordinances Modifications and Port Canaveral Wastewater Service and Maintenance Contract Amendment

Dear Wayne:

In accordance with your request, we are pleased to offer the enclosed engineering services scope and fee estimate for professional services associated with amendment of the City's sewage ordinances and modification of the Port Canaveral wastewater service and maintenance contract.

Proposed amendments include modifications to Chapter 19 of the city's code of ordinances and modification of Article II, Industrial Pretreatment Program. The existing Port Canaveral wastewater service and maintenance contract will be amended. Proposed amendments will include modification of charges to reflect increased costs associated with collection system maintenance and operations. Additional costs will also include treatment plant upgrades, operation and maintenance expenses. Proposed amendments will be modified to reflect equivalent customers in lieu of flow based charges and will establish a flow equivalency per customer as the basis of wholesale charges to be paid for sewer service.

Thank you for this opportunity to continue to be of service. If you have any questions or require additional information, please contact me.

Sincerely,
MEAD & HUNT, Inc.



Brad Blais, PE
Client Manager



Tanner Rachal, PE
Project Manager

BTB/TR;bf

**CITY OF COCOA BEACH
CODE OF ORDINANCE MODIFICATIONS AND PORT CANAVERAL WASTEWATER SERVICE AND
MAINTENANCE CONTRACT AMENDMENT**

The Task Order is in conformance with the Agreement for Continuing Engineering Services RFQ CB20-005 dated December 3, 2020, between the City of Cocoa Beach (OWNER) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL

The project includes modifications to Chapter 19 of the city's code of ordinances and modification of Article II, Industrial Pretreatment Program. The exiting Port Canaveral wastewater service and maintenance contract will be amended. Proposed amendments will include modification of charges to adequately fund existing and future costs incurred by the City of Cocoa Beach. This includes increased costs associated with regulatory compliance, depreciation, collection system maintenance, treatment plant upgrades, administrative and operational expenses. Proposed changes to the current agreement will establish an equivalency between customer traffic, sewage strength and flow. The equivalency will be used to create a monthly rate based upon a combination of flow and the number of visitors per month that pass through the Port facilities. This new equivalency charge would be used as a basis for calculating monthly payments that utilize a combined rate for flow and charges per customer as the basis of wholesale charges to be paid for sewer service.

SCOPE OF SERVICES

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – PROJECT MANAGEMENT

Project Coordination

MEAD & HUNT'S Project Manager (PM) will monitor and manage the project budget, schedule, and scope throughout the estimated 12-month project duration. The PM will manage the development of project work and subconsultant efforts. It is anticipated that this contract will extend beyond 12 months. Subsequent amendments/scope changes will be authorized at the end of 12 months to reflect additional work required at the end of the initial 12-month term.

Project Kick-Off Meeting

MEAD & HUNT will coordinate and conduct a project kick-off meeting with the project team and OWNER staff to review project goals, scope of work, team member roles, lines of communication, project schedule and administrative processes. Following the meeting, MEAD & HUNT will prepare a written summary of the project meeting and distribute it to the attendees.

Quality Assurance / Quality Control

MEAD & HUNT will implement, and the PM will monitor, a quality assurance and control process, which includes independent technical review of project technical work products before their submission to the OWNER.

Deliverables – Project Management

- Kick-Off Meeting Agenda and Summary

PHASE 2 – AMEND EXISTING ORDINANCES

MEAD & HUNT will amend Chapter 19 of the city's code of ordinances and modify Article II, Industrial Pretreatment Program. The amendments will address stricter limits, testing requirements and enforcement procedures.

Draft ordinance changes will be submitted to the OWNER for review and comment. It is assumed the OWNER will conduct their review in a four-week period. At the end of the Owner's review period, MEAD & HUNT will schedule and attend an in-person review meeting with City staff to review proposed changes and incorporate staff comments and concerns.

Deliverables – Preliminary Design

- Draft Ordinances (electronic PDF format)
- Review Meeting Summary (electronic PDF format)
- Final Ordinances for adoption by resolution by CC (electronic PDF format)

PHASE 3 – PREPARE PORT CANAVERAL WASTEWATER SERVICE AND MAINTENANCE CONTRACT AMENDMENTS

MEAD & HUNT will prepare amendments to the existing agreement between the City of Cocoa Beach and Port Canaveral (PORT). The existing agreement is the current wastewater service and maintenance contract between the CITY and the PORT. The CITY desires to amend the current agreement and has indicated that a change in methodology is necessary to provide sufficient compensation for accepting and treating sewage flows from the PORT and maintaining existing sewage pumping and transmission facilities.

Proposed amendments will include modification of charges to adequately fund existing and future costs incurred by the City of Cocoa Beach. This includes increased costs associated with regulatory compliance, depreciation, collection system maintenance, treatment plant upgrades, administrative and operational expenses. Proposed changes to the current agreement will establish an equivalency between customer traffic, sewage strength and flow. The equivalency will be used to create a monthly rate based upon a combination of flow and the number of visitors per month that pass through the Port facilities. This

new equivalency charge would be used as a basis for calculating monthly payments that utilize a combined rate for flow and charges per customer as the basis of wholesale charges to be paid for sewer service.

Draft amendment changes will be submitted to the OWNER for review and comment. It is assumed the OWNER will conduct their review in a four-week period. At the end of the Owner's review period, MEAD & HUNT will schedule and attend an in-person review meeting with City staff to review proposed changes and incorporate staff comments and concerns

Deliverables – 100% Design

- Draft Amendments (electronic PDF format)
- Amendment Meeting summary (electronic PDF format)
- Final Amended Agreement (electronic PDF format)

PHASE 4 – MEETINGS, COORDINATION AND COMMUNICATION

MEAD & HUNT will coordinate and preside over, coordinate and document meetings between the CITY and MEAD & HUNT. MEAD & HUNT will prepare agendas, meeting summaries, and distribute same to all attendees meetings between these parties. Mead & Hunt will attend City Council meetings and workshops as deemed necessary by CITY staff. This includes preparation of presentations and associated costs.

This proposal assumes that the CITY will engage legal counsel to negotiate the proposed contract amendments. CITY staff and/or counsel will preside over, coordinate and document meetings between the CITY and the PORT.

Given the uncertainty associated with the time and effort associated with this task, an allowance is established for this PHASE. This PHASE will be billed on a time and materials (T&M) basis utilizing MEAD & HUNT's 2024 Municipal Rate Schedule (attached). This rate schedule is valid for 1 year following the date of execution of this agreement and may be amended based upon mutual consent of both parties each subsequent year that this Task Authorization remains active.

Deliverables – Progress Meetings

- Meeting agendas and minutes

PHASE 5 – SUBCONSULTANTS AND REIMBURSABLES

Items under this phase include out-of-pocket direct job expenses such as subconsultants, reproductions, postage, etc. Items included in this phase will be billed at actual cost plus 10%.

PHASE 6 – CONTINGENCY

If additional services are identified as needed or required during the duration of the project, MEAD & HUNT will request written approval from the OWNER to utilize contingency funds for any additional work items. Contingency funds will be billed at time and expense. Additional work will be billed per the agreed upon contract hourly rates. MEAD & HUNT will not bill against the contingency funding without prior authorization from the OWNER.

EXCLUSIONS

This scope of services excludes all items not specifically described herein. This proposal assumes that the CITY will engage and provide any and all legal counsel required to assist in the negotiation and implementation of the proposed contract amendments. This proposal specifically excludes legal fees and related services.

SCHEDULE

Mead & Hunt estimates the work included in this task order will be completed in accordance with the following schedule:

Phase/Task	Duration to Complete (calendar days)	Commencing Upon
<i>Phase 1 – Project Management</i>	<i>365 days</i>	<i>Receipt of notice to proceed</i>
<i>Kick-off Coordination</i>	<i>30 days</i>	<i>Receipt of notice to proceed</i>
<i>Phase 2 – Amend Ordinances</i>	<i>150 days</i>	<i>Kick-off Meeting</i>
<i>Phase 3 – Amend Port Contract</i>	<i>180 days</i>	<i>Kick-off Meeting</i>
<i>Phase 4 – Meetings, Coordination and Communication</i>	<i>365 days</i>	<i>Receipt of notice to proceed</i>
<i>Phase 5 – Subconsultants and Reimbursables</i>	<i>365 days</i>	<i>Receipt of notice to proceed</i>
<i>Phase 6 – Contingency</i>	<i>365 days</i>	<i>Receipt of notice to proceed</i>

The above timeframes *do not* include OWNER and agency review time.

COMPENSATION

The proposed fee is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
Phase 1 – Project Management	\$6,000	Lump Sum
Phase 2– Amend Ordinances	\$15,600	Lump Sum
Phase 3 – Amend Port Contract	\$20,920	Lump Sum
Phase 4 – Meetings, Coordination and Communication	\$20,000	Time & Expense
Phase 5 – Subconsultants/Reimbursables	\$2,500	Actual cost plus 10%
Phase 56 – Contingency	\$6,500	Time & Expense
TOTAL	\$71,520	

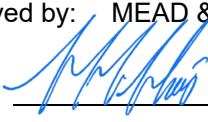
AUTHORIZATION:

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

Accepted by: CITY OF COCOA BEACH

Approved by: MEAD & HUNT, INC.

By: _____

By:  _____

Name: Wayne Carragino

Name: Brad Blais

Title: _____

Title: Vice President/Client Manager

The above person is authorized to sign for Owner and bind the Owner to the terms hereof.

Date: _____

Date: October 1, 2024

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Wayne Carragino

October 1, 2024

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IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF COCOA BEACH, 1600 MINUTEMEN CAUSEWAY, COCOA BEACH, FL 32932-2430, City Clerk, Loredana Kalaghchy, MMC, (386) 868-3286, cityclerk@cityofcocoabeach.com.

MEAD & HUNT, Inc.
Municipal Billing Rate Schedule
Effective January 1, 2024

Standard Billing Rates

Clerical	\$85.00 / hour
Registered Land Surveyor	\$160.00 / hour
Technical Editor, Biologist	\$129.00 / hour
Technician I, Technical Writer, Administrative Assistant	\$104.00 / hour
Technician II, Surveyor - Instrument Person	\$129.00 / hour
Technician III	\$146.00 / hour
Technician IV	\$163.00 / hour
Senior Technician	\$178.00 / hour
Engineer I, Scientist I, Architect I, Interior Designer I, Planner I	\$143.00 / hour
Engineer II, Scientist II, Architect II, Interior Designer II, Planner II	\$162.00 / hour
Engineer III, Scientist III, Architect III, Interior Designer III, Planner III	\$176.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Senior Economist.....	\$183.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner	\$194.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer, Senior Project Planner	\$209.00 / hour
Senior Associates, Principal	\$229.00 / hour

Expenses

Geographic Information or GPS Systems	\$110.00 / day
Total Station Survey Equipment	\$120.00 / day
<i>Charges for other equipment may appear in a proposal</i>	
Out-Of-Pocket Direct Job Expenses.....	cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.	

Travel Expense

Company or Personal Car Mileage	IRS rate / mile
Air and Surface Transportation.....	cost plus 15%
Lodging and Sustenance	cost plus 15%

Billing & Payment

Travel time is charged for work required to be performed out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates is effective January 1, 2024, and will remain in effect until December 31, 2024, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

**City of Cocoa Beach City Commission
Agenda Item Summary**

**DEPARTMENT MAKING
REQUEST/NAME:**

City Manager /
Scott Maxim, Project Manager

MEETING DATE

December 5, 2024

REQUESTED MOTION/ACTION

Requesting permission to contract All-Rite Fence Services under our continuing services agreement using reserve funds to replace the driving range net posts that snapped during Hurricane Milton.

This is an unbudgeted item.

Total Cost: \$184,179.43

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:



All-Rite Fence Services, LLC.
5115 Old Winter Garden Rd.
Orlando FL 32811
407-295-7093

Proposal

Quote # : 34374

Date: 11/12/2024

To: City of Cocoa Beach Public Works
1600 Minuteman Causeway
P.O. Box 322430
Cocoa Beach FL 32932-2430
Attn: Scott Maxim

Project: Cocoa Beach Golf Course Driving Range

Description

Amount

Labor and materials to install a new golf barrier safety fence. New netting fence to be 40'H above grade X 450'L. Poles to be wood design, direct burial with natural soil backfill. Spaced approx. 40' on center.

\$184,179.43

Alternate:

Same as above but at 60' H above grade.

~~\$253,733.01~~

Engineering Included.

Note: Does not include demo of existing fence.

Price is based on complete access to the job site.

Price Includes: All netting, rope, twine, hardware, machinery and labor to install the above described barrier netting.

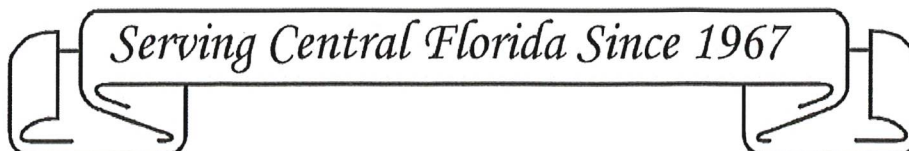
Price Excludes: Hard rock or unstable soil condition drilling, hole dewatering, hole casings, utility repair, irrigation system repair, tax bonds, licenses, engineering, union wages or fees, prevailing wages off haul of soils, permits and turf damage unless noted above.

Customer is also responsible for the following:

1. Locating and marking any and all underground facilities in the work area.
2. All necessary tree trimming and / or removals (prior to our arrival).
3. Select use of the area to accommodate all work crews & equipment.
4. Repair of all lawn / turf and sprinkler damage caused during

This proposal is valid for 30 days. Please contact your salesperson to proceed with work.

Salesperson: Dan Whitson
dan@allritefence.com



Service Quote
Continued...

Invoice#: 34374
Date: 11/12/2024

Description	Amount
construction.	

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Manager /
Scott Maxim, Project Manager

MEETING DATE

December 5, 2024

REQUESTED MOTION/ACTION

Requesting permission to contract All-Rite Fence Services under our continuing services agreement using reserve funds to provide and install a chain link fence continuing from the end of the new net posts being installed and tying in to an existing chain link fence to the west.

Both of these items need to be approved together. Without these barriers in place, golfers could be hit by balls from the driving range.

This is an unbudgeted item.

Total Cost: \$54,726.65

Staff Representative: Scott Maxim, Project Manager

Recommendation: Approve

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

This section, continuing from the end of the new net posts we are requesting to move forward with was previously wooden posts and netting as well that was destroyed during Hurricane Milton. We do not need the same high netting all the way across this particular section, therefore a chain link fence that starts high and tapers down to an existing fence to complete the run makes more sense, from a maintenance standpoint as well.



All-Rite Fence Services, LLC.
5115 Old Winter Garden Rd.
Orlando FL 32811
407-295-7093

Proposal

Quote # : 34376

Date: 11/12/2024

To: City of Cocoa Beach Public Works
1600 Minuteman Causeway
P.O. Box 322430
Cocoa Beach FL 32932-2430

Project: Cocoa Beach Golf Course Driving Range

Attn: Scott Maxim

Description

Amount

Provide and install 133 LF of 6' tall green vinyl coated chain link fence and 230 LF tapering from 20' down to 6' over the span of 230 LF.

\$54,726.65

This proposal is valid for 30 days. Please contact your salesperson to proceed with work.

Salesperson: Dan Whitson
dan@allritefence.com

Non-Taxable Amount:	\$54,726.65
Taxable Amount:	\$0.00
Sales Tax:	\$0.00
Quote Total	\$54,726.65



City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Water Reclamation /
Brad Kalsow, Director of Water Reclamation

MEETING DATE

December 5, 2024

REQUESTED MOTION/ACTION

Approve the Scope of Services for Engineering and Design in the amount of \$174,561.47 from Black & Veatch Corporation to perform work on Gravity Sewer Pipe Replacement/Repair Project for the intersection of A1A and Wakulla Lane, and North Banana River and W. Columbia Lane.

\$200,000 is budgeted this fiscal year for engineering and design services for gravity sewer pipe.

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

Recommendation: Approve

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

\$200,000 is budgeted this fiscal year for engineering and design work on gravity sewer rehabilitation.

BACKGROUND:

The City has been proactively inspecting, via CCTV, and rehabilitating, via cured in place lining (CIPP), the existing gravity sewer pipelines. As part of the inspection, it was determined that these two pipes are in poor condition. Due to the condition of the pipes and heavy traffic areas along A1A and North Banana River Blvd, the City has contacted Black and Veatch to provide survey, design, permitting, bidding and construction support services.

The areas to be rehabilitated are within the scope of services package attached with this agenda item.

**EXHIBIT A
TO
CONTRACT FOR CONTINUING ENGINEERING SERVICES**

**CONTRACT # RFQ23-003
TASK ORDER NO. 2 ENGINEERING SERVICES FOR BANANA RIVER BLVD. AND
ATLANTIC AVE. GRAVITY SEWER REALIGNMENT PROJECT**

OWNER: City of Cocoa Beach (CITY)
CONSULTANT: Black & Veatch Corporation (CONSULTANT)
PROJECT: Banana River Blvd. & Atlantic Ave. Gravity Sewer
Realignment Project
CONTRACT: RFQ23-003 Continuing Engineering Services Contract

DESCRIPTION OF SCOPE OF SERVICES

PROJECT OVERVIEW

City of Cocoa Beach (CITY) has been proactively inspecting, via CCTV, and rehabilitating, via cured in place pipe lining (CIPP), the existing gravity sewer pipelines. As part of the inspection, they have come across two areas that were not able to be properly assessed. Area one is located near the intersection of N Banana River Blvd. and W Columbia Ln. Area two is located near the intersection of Atlantic Ave. and Wakulla Ln. CITY has contacted Black and Veatch (CONSULTANT) to provide design, permitting, bidding, and construction support services for the realignment of two existing gravity sewers, as shown in Attachment A.

The work to be completed by the CONSULTANT is noted below:

SCOPE OF SERVICES

Task 1 – PROJECT ADMINISTRATION

Subtask 1.1 – Project Management

CONSULTANT will set up the accounting and filing systems for the project. In addition, CONSULTANT will develop a Project Execution Plan, Staffing Plan, QA/QC Plan, Change/Risk Management Plan, Health and Safety Planning Checklist, and Schedule.

CONSULTANT will develop templates to support monthly invoicing and progress reporting to the CITY. CONSULTANT will invoice CITY on a monthly basis. Each invoice will include a progress report.

Task 2 – KICKOFF AND DATA COLLECTION

Subtask 2.1 - Project Kickoff Meeting

Conduct a project kickoff meeting with the CITY to confirm project goals, roles, and responsibilities and to review the scope of services. CONSULTANT will prepare and distribute an agenda and meeting summary. This is anticipated to occur electronically via MS Teams.

Subtask 2.2 – Data Collection and Review

CONSULTANT will request remaining data to support this design. CONSULTANT will review the provided CITY's record drawings. CONSULTANT will coordinate with CITY to collect and review any other existing reports, as-built drawings, and relevant data to gain a thorough understanding of the CITY's system.

Task 3 – SURVEY, SUE, AND GEOTECHNICAL SERVICES

Task 3.1 – Survey and SUE Services

Consultant, through a subcontract with a local surveyor, will provide necessary field design surveys as follows:

1. Survey of the pipeline replacement segments.
2. SUE Quality Level B via electromagnetic locator and ground penetrating radar (GPR) for the project areas as shown in **Attachment B**. Quality Level B involves the application of appropriate surface geophysical methods to determine the existence, horizontal and approximate vertical positions of all utilities within the project limits that may conflict with underground infrastructure proposed in this project. This will help determine existing sanitary sewer locations and identify potential conflicts with other utilities. CONSULTANT will incorporate information received from GPR and soft digs into the design documents. GPR will be completed at the time of the survey, and 10 soft digs will be completed for the 90% design.

Subtask 3.2 – Geotechnical Services

The purpose of this investigation will be to explore the soil and groundwater conditions at the sites and to use the information obtained to provide geotechnical engineering recommendations for engineering design and

construction efforts for the proposed sewer replacement at two locations. Our recommended scope included in **Attachment C** of services includes the following:

1. Coordinate boring locations, including field reconnaissance, and mark boring locations at the sites.
2. Coordinate clearance and meetings with utility locators
3. Mobilize the truck-mounted drill rig and personnel.
4. Provide maintenance of Traffic (MOT) during the drilling operations.
5. Perform a total of 2 Standard Penetration Test (SPT) borings consisting to a depth of 15 feet each.
6. Collect groundwater level measurements and estimate normal wet seasonal high groundwater table.
7. Backfill soil borings with like in-situ materials removed.
8. Visually examine all recovered soil samples in accordance to ASTM D2487 and perform laboratory tests on selected representative soil samples. The laboratory testing shall include Sieve analysis, Atterberg limits, organic content, and natural moisture content, as appropriate.
9. Incorporate the results of the field and laboratory testing in a formal report with engineering evaluation and recommendations for site preparation, fill placement, and compaction.

The subconsultants' detailed proposals for these services are attached and considered a part of this proposal.

Task 4 – CONSTRUCTION DOCUMENTS

CONSULTANT will prepare contract documents for the selection of one construction CONTRACTOR on a competitive bid basis.

Subtask 4.1 – 60% Design

CONSULTANT will complete the following as part of this subtask:

1. The following Sheets will be updated and/or developed:
 - Cover Sheet and Index of Drawings.
 - Construction notes.

- Plan and profile sheets showing horizontal and vertical alignment of proposed piping.
 - Plan and profile section details of the connection points.
 - Maintenance of Traffic (MOT).
 - Pavement and sidewalk restoration.
2. CONSULTANT will prepare technical specifications for the required project components. The intent of the specifications is to detail the activities, materials, criteria, equipment, contractual items, and payment to be incorporated into the project.
 3. Update Class III OPCC to a Class III OPCC as per AACE International.

Subtask 4.2 – 90% Design (Issued for Permitting)

CONSULTANT will address all comments obtained from CITY on the 60% Design Submittal.

Additionally, for the preparation of this subtask, CONSULTANT will perform the following activities:

1. The following Sheets will be updated and/or developed:
 - Cover Sheet and Index of Drawings.
 - Construction notes.
 - Plan and profile sheets showing horizontal and vertical alignment of proposed piping.
 - Trenchless crossings plan, profile, and details.
 - Plan and profile section details of the connection points.
 - Maintenance of Traffic (MOT).
 - Pavement and sidewalk restoration
 - Civil detail and structural details.
 - Sediment and erosion control plan.
2. Update specifications.
3. Update Class III OPCC to a Class II OPCC as per AACE International with a -15% to +20% expected accuracy level.

Subtask 4.3 – 100% Final Design Submittal (Issued for Bidding)

CONSULTANT will incorporate all comments received from CITY and permitting agencies during the review of the 90% Submittal (Issued for Permitting). The

resulting completed drawings and specifications will be submitted to the regulatory agencies and issued for bidding. Additionally, Class II OPCC will be updated to Class I as per AACE International with a -10% to +15% expected accuracy level.

Subtask 4.4 - Design Progress and Review Meetings

CONSULTANT will attend design progress meetings as needed. This proposal includes up to four progress meetings and design review meetings for the 60% and 90% deliverables, for a total of six meetings.

Task 5 – PERMITTING SERVICES

At the start of Subtask 3.2 – 90% Design (Issue for Permitting), CONSULTANT will coordinate and prepare permitting applications for the regulatory agencies having jurisdiction. Comments received from regulatory agencies will be incorporated into the 100% Final Design Submittal (Issued for Bidding).

This scope of work includes coordination with the agencies having jurisdiction, which are expected to be:

- FDEP Wastewater Collection/Transmission System Permit
- Florida Department of Transportation (FDOT)
- City of Cocoa Beach (ROW)

Task 6 – BIDDING SERVICES

CONSULTANT will provide assistance to the OWNER during the bidding phase of the project. These services assume that the project will be publicly bid as a single bid package. Services are anticipated for a single advertisement with up to a three month bid period.

Subtask 6.1 - Pre-Bid Conference

CONSULTANT will attend a pre-bid conference to be held with the prospective contractor(s) and assist the CITY in presenting an overview of the project elements and answering questions. CONSULTANT has budgeted for the Engineer of Record and one additional team member to attend this meeting in person.

Subtask 6.2 - Bidder Questions and Addenda

CONSULTANT will develop responses to technical questions and develop language for addenda items in response to bidder questions, as appropriate, upon interpreting the construction documents. It is anticipated that up to three addenda will be issued.

Subtask 6.3 - Bid Evaluations

CONSULTANT will review a copy of the bids received by CITY. Within two weeks of bid opening, CONSULTANT will evaluate the bids for responsiveness and price, including alternative prices and unit prices. For the apparent low, responsive bidder, CONSULTANT will review contractor qualifications for compliance with the contract documents and assist the CITY in validating the provided references.

CONSULTANT will evaluate and provide recommendations via email to the CITY based on a review of the bids.

TASK 7 – CONSTRUCTION ADMINISTRATION SERVICES

CONSULTANT will perform construction phase services during construction of the project as covered in the construction documents completed by CONSULTANT. It is understood that the project will be constructed under a single construction contract by a Contractor under contract to the CITY. It is anticipated that the Construction Contract time to Substantial Completion will be no more than six months from Construction NTP.

Services to be performed by CONSULTANT are as follows:

Subtask 7.1 - Conformed Contract Documents

CONSULTANT will develop Conformed to Bid Construction Contract Documents. Construction contract documents will incorporate the following items into the construction contract documents:

- Contractor's bid submittals, including but not limited to bid proposal, insurance, licenses, etc.
- Amend/modify front-end documents and/or technical specifications to incorporate changes made via contract document addenda.
- Revise construction contract drawings to include modifications/revisions incorporated via contract document addenda.

CONSULTANT will provide one set of signed and sealed electronic files of both the drawings and specifications for the Contractor within fourteen calendar days after the OWNER executes the construction contract.

Subtask 7.2 - Pre-Construction Meeting

CONSULTANT will develop an agenda and conduct the Pre-Construction Meeting with the CITY and Contractor. CONSULTANT will prepare and deliver the meeting agenda as well as the post-meeting summary. CONSULTANT has budgeted for the Project Manager and one additional team member to attend this meeting.

Subtask 7.3 - Construction Submittals

CONSULTANT will review and respond to Contractor's construction submittals required by the contract documents, including shop drawings, O&M manuals, and test reports, within 15 business days of receipt. CONSULTANT's review shall be for general conformity to the construction contract documents and shall not relieve the Contractor of any of his contractual responsibilities. CONSULTANT has budgeted for an original submittal and an average of one re-submittal per required shop drawing, with a total of 10 submittals and 5 resubmittals planned.

Subtask 7.4 - Requests for Information

CONSULTANT shall review and respond to Requests for Information (RFIs) by interpreting the construction contract documents when requested by the Contractor. This is budgeted for up to 4 RFIs.

Subtask 7.5 - Construction Progress Meetings & Site Visits

CONSULTANT shall attend up to 3 monthly progress meetings at the construction site or agreed upon location and perform site visits before or after these meetings, for a total of 3 site visits. These site visits will include observation of the progress and quality of the construction and its general conformance to the Contract Documents. This task also includes time for site visits for observation of pressure testing activities. It is our understanding that the OWNER will provide daily construction inspection services. CONSULTANT has budgeted time for one local (Florida-based) design team member to each progress meeting. Limited participation by non-local design team members at select progress meetings will be virtual, if needed.

Subtask 7.6 - Change Orders

CONSULTANT shall, when requested, review Change Order requests. Provide recommendations regarding impacts on contract price and time. Support for up to two Change Orders is assumed under this subtask.

Subtask 7.7 - Substantial and Final Completion Inspection

CONSULTANT will attend a Substantial Completion Inspection. CONSULTANT will prepare and submit to the CITY a Punch List of work items to be completed or corrected by the Contractor prior to Final Completion.

CONSULTANT will attend a Final Completion Inspection. Attendance by two members of the design team has been budgeted under this subtask.

Subtask 7.8 Record Drawings

Upon completion of construction, CONSULTANT will revise the construction contract drawings to conform to the construction records. The conformed drawings shall be based on drawing mark-ups prepared by the Contractor to reflect construction changes. CONSULTANT will provide the OWNER with signed and sealed electronic files.

PARTICIPATION BY THE OWNER

The following participation by the CITY will be needed to support execution of work under this Work Assignment:

- Provide CONSULTANT with requested data, as available, to support the assessments.
- Review and comment on draft submittals within two weeks of submittal dates.
- Participate in meetings, interviews, and site visits with CONSULTANT as identified herein.
- Pay for permitting fees.
- Obtain any necessary easements.

COMPENSATION

Consultant will perform the services described herein for the fee summarized below and detailed in the attached **Attachment D**, in accordance with Contract RFQ23-003.

Work performed shall be compensated on a lump sum basis with progress payments payable in proportion to the percentage of work completed in the amount of \$174,561.47. Consultant may alter the distribution of compensation between individual phases or tasks noted herein to be consistent with the services rendered. However, the Consultant shall not exceed the total Lump Sum amount unless approved in writing by the CITY.

Fee Breakdown	
Task	Proposed Fee
Task 1: Project Administration	\$14,248.00
Task 2: Project Kickoff and Data Collection	\$3,620.24
Task 3: Survey, SUE, and Geotechnical Services	\$43,426.67
Task 4: Design Documents	\$70,906.16
Task 5: Permitting Assistance	\$7,379.84
Task 6: Bidding Assistance	\$5,618.88
Task 7: Construction Administration Services	\$29,361.68
Lump Sum Total	\$174,561.47

SCHEDULE

The anticipated work completion durations are outlined below. A more detailed project schedule will be developed upon receipt of the Notice to Proceed.

Survey and Geotech	3 months
Design	6 months*
Bid Phase Services	3 months**
Construction Phase Services	6 months

* At the end of each design milestone, CITY will review the plans and technical specifications and forward consolidated in one set of review comments to CONSULTANT within 14 calendar days.

** Note the bid duration requiring Consultant services is estimated to be three months.

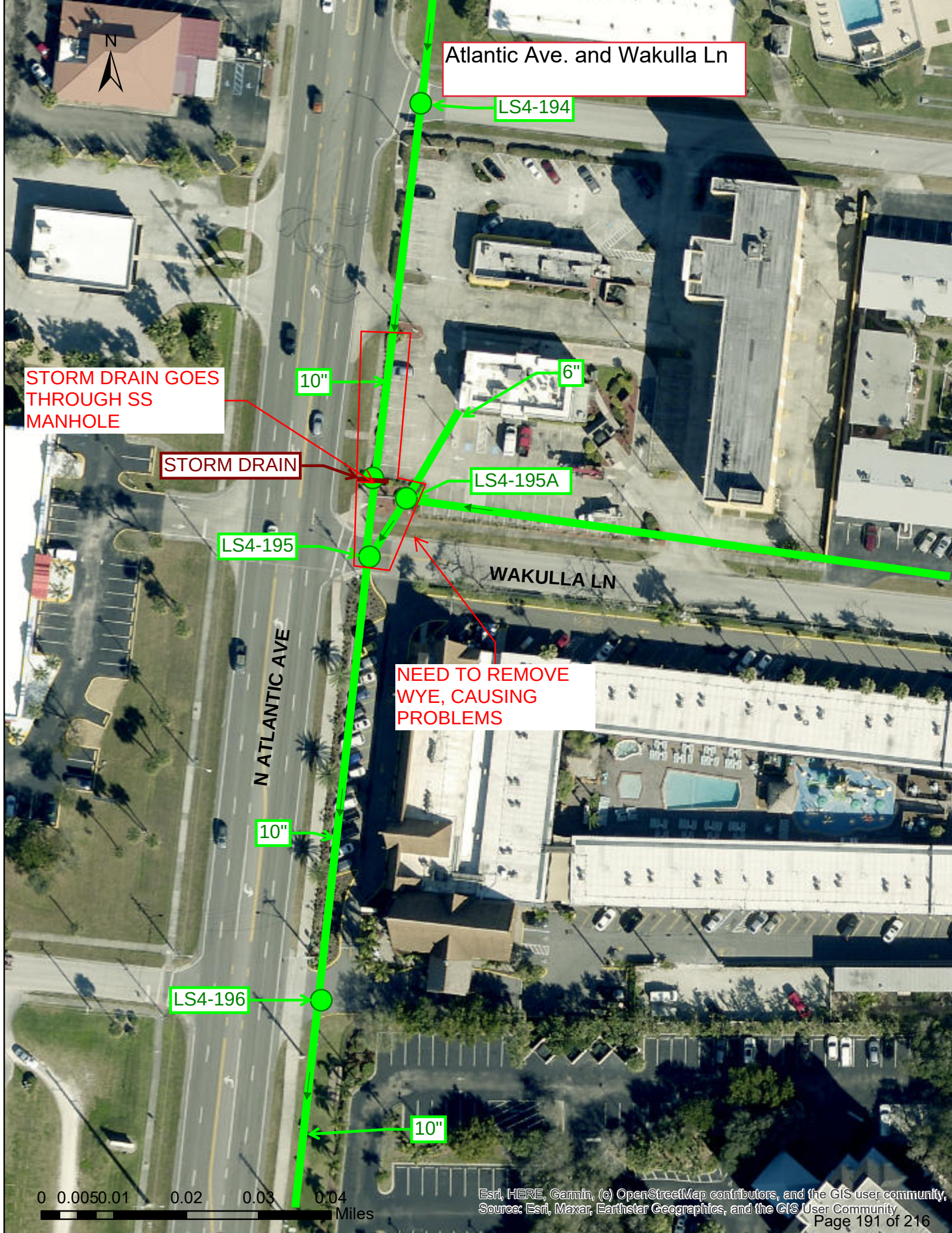
SUPPLEMENTAL SERVICES

Certain assumptions have been made in preparing this Scope of Services. To the extent possible, they are stated herein and are reflected in the budget for services. If the work tasks or level of effort required are different from the assumptions presented herein, or if the County desires additional services (Supplemental Services), the resultant change may serve as a basis for modifying the Agreement as agreed upon by both the CITY and CONSULTANT. Supplemental Services are defined as follows:

1. Any work requested by the CITY that is not included in one of the items listed in any other phase will be classified as supplemental services.
2. Supplemental services shall include, but are not limited to:
 - a) Appearances at public hearings or before special boards.
 - b) Ecological investigation
 - c) Public relations
 - d) The use of eBuilder for Construction Phase Services
 - e) Review and processing of the Contractor's monthly payment requests
 - f) CONSULTANT will not perform hydraulic analysis or any other investigations to validate pipe size. CITY will provide the final pipe diameter and the desired pipe connections prior to the start of the 60% design.
 - g) CITY will obtain and provide temporary or permanent easements.
 - h) Services beyond 18 months after NTP.

END OF SCOPE

Attachment A Project Locations



Atlantic Ave. and Wakulla Ln

LS4-194

10"

6"

STORM DRAIN GOES THROUGH SS MANHOLE

STORM DRAIN

LS4-195A

LS4-195

WAKULLA LN

NEED TO REMOVE WYE, CAUSING PROBLEMS

N ATLANTIC AVE

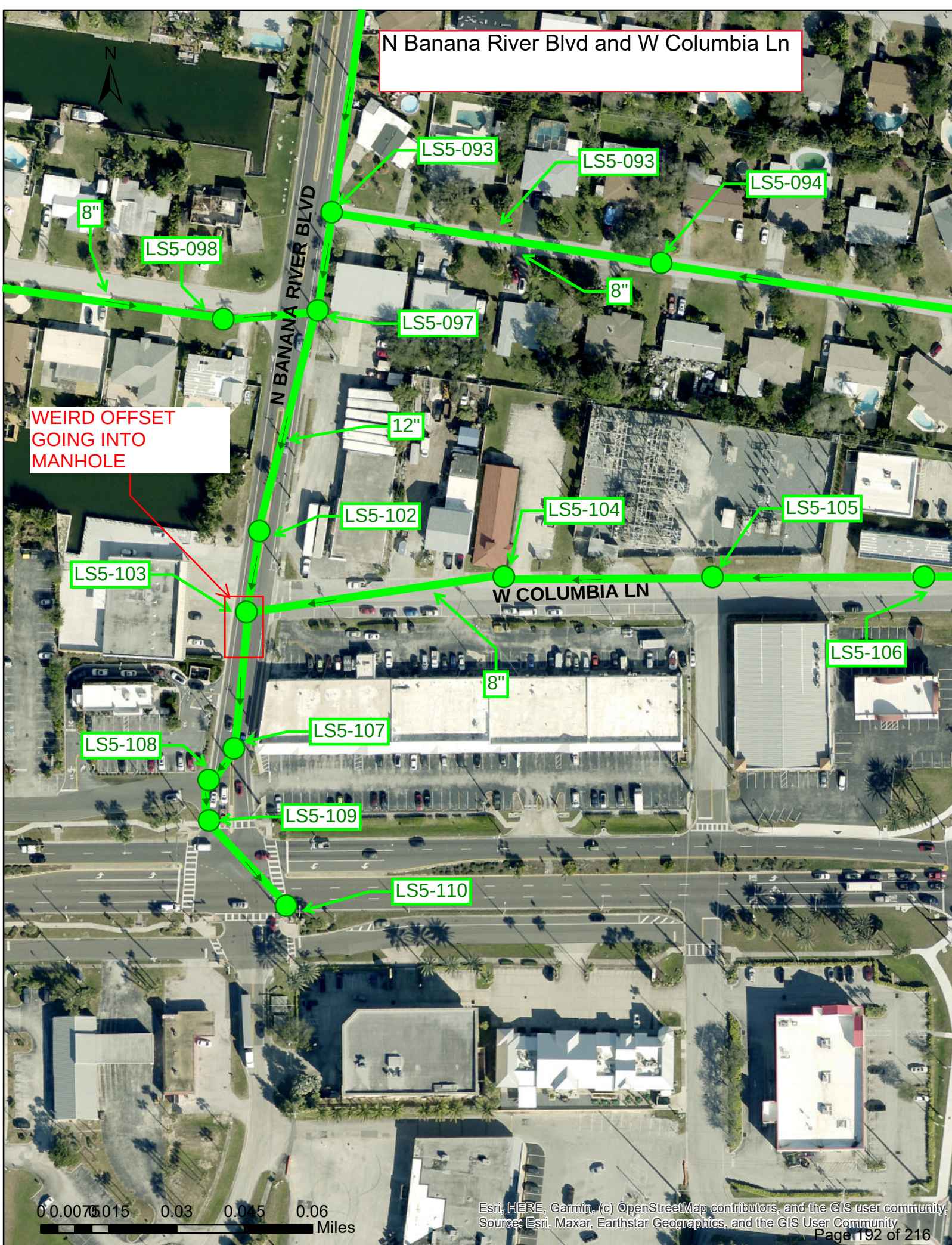
10"

LS4-196

10"

0 0.0050.01 0.02 0.03 0.04 Miles

N Banana River Blvd and W Columbia Ln



Attachment B Survey Proposal



November 18, 2024

To
**Jessica Hernandez
Rebollo**
Civil Engineer

Black and Veatch
201 South Orange Ave
Suite 500
Orlando, FL 32801
407-233-3835

COCOA BEACH SEWER REPLACEMENT

Proposal for Topographic, Sub-Surface Utility, and Specific Purpose Survey

Dear Jessica,

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

Project Understanding

Black and Veatch has requested a topographic and utility survey within two separate areas located in the City of Cocoa Beach. The approximate limits of the project are shown in an attached exhibit and comprise of approximately ± 0.65 acres. In addition to the topographic and utility survey, Black and Veatch have also requested 10 SUE to occur at a later date. The survey will include an apparent right of way based upon found monumentation within the field.

Attachments and Exhibits

Project Limits.PDF

Hourly Fee.PDF

SURVEYING SCOPE OF SERVICES

L & S Diversified will provide all labor, equipment and resources necessary to provide the following scope of services.

Survey Control

L & S will establish horizontal and vertical control monuments at acceptable intervals to facilitate project engineering. Horizontal coordinates will be referenced to Florida State Plane, North American Datum of 1983 (NAD83).





Elevations will be referenced to North American Vertical Datum of 1988 (NAVD88).

Specific Purpose Right of Way Survey

The Specific Purpose Right of Way Survey shall consist of the position and description of all recovered monuments, right-of-way, and adjacent parcels with recording information.

The Specific Purpose Right of Way Survey will be performed and prepared in accordance with the State of Florida Standards of Practice, as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17, Florida Administrative Code and per Section 472.027, Florida Statutes.

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

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

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

Survey Deliverables

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

Printed hard copies will be billed at an additional cost.

SUB-SURFACE UTILITY SCOPE OF SERVICES

Subsurface Utility Excavation (Quality Level A)

L & S will perform **10 (Ten)** soft excavation test holes at locations determined by the client. Locations have not been provided and have been assumed to be performed within hard surfaces.

Each location will include a Sub-Surface Utility Report. The Report will include the horizontal location, pipe size, elevation, and depth of top of pipe from natural ground. The material will be noted only if visible.

A reference nail and disk, and stake will be set at ground level for each excavation.





Subsurface Utility Designation (Quality Level B)

L & S will field mark (paint & flag) all public sub-surface utility mains discovered within the project limits.

The paint and flags will be surveyed and mapped.

See **Sub-Surface Utility Scope Notes** below for more information on the above scope of services.

Sub-Surface Utility Engineering Deliverables

- Field Sketches in PDF
- Sub-Surface Utility Report in PDF
- Survey of Designated Utilities in Civil 3D

Printed hard copies will be billed at an additional cost.

PROPOSED COST

Task	Cost
Survey Control	\$3,652
Topographic Survey	\$4,428
Utility Designation	\$6,372
Utility Testholes	\$9,861
Specific Purpose Right of Way Survey	\$4,662
MOT/Permitting	\$1,000
Total Estimated Cost	\$29,975





SCHEDULE

Task	Duration (Weeks)
Field	4
Office	2
QA/QC	1
Total Duration	7

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

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

NOTES & EXCLUSIONS

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

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

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

Sub-Surface Utility Engineering Exclusions

Aerial utilities and appurtenances, underground storm sewer structures or pipes, underground gravity sanitary manholes and pipes, gravity laterals and other services or the location of other underground objects such as underground fuel tanks, irrigation equipment and/or irrigation systems and their appurtenances are not included in the scope of this project.





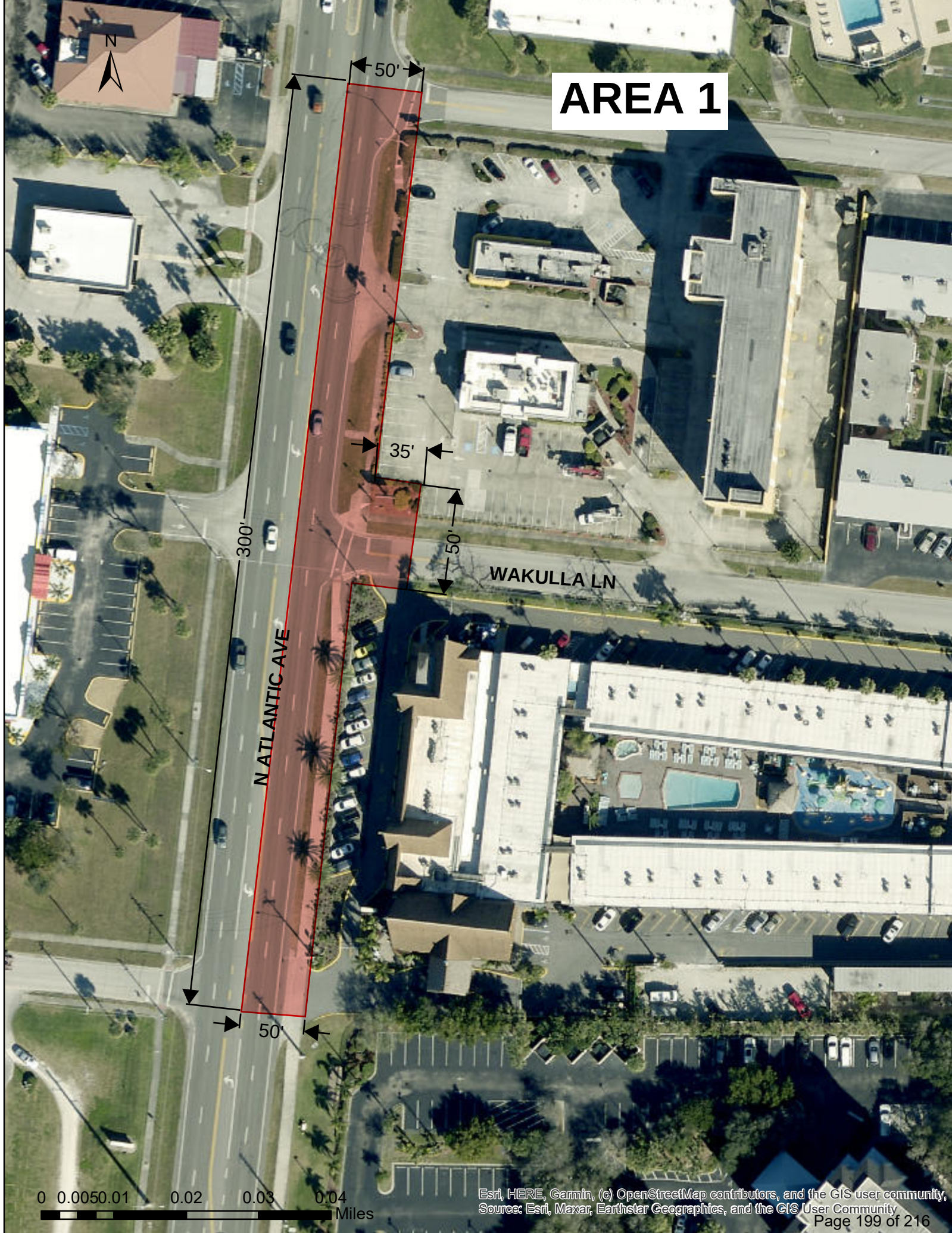
Thank you for this opportunity and we look forward to working with you on this exciting new project. Should you have any questions, please do not hesitate to call.

Sincerely,
L & S Diversified

M. Hamed

Majdi Hamed, El
Project Manager





AREA 1

N ATLANTIC AVE

WAKULLA LN

0 0.0050.01 0.02 0.03 0.04 Miles

AREA 2



L&S Diversified	Service Items 101-117												
	Survey Crew (1-2)		Survey Crew (3)		SUE Crew (1-2)		SUE Crew (3)						
	\$181.00		\$225.00		\$189.00		\$256.00						
	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee				Subtotal - Hours	Subtotal - Fee
Service Item													
Survey Control	16.00	\$2,896.00		\$0.00		\$0.00		\$0.00				16.00	\$2,896.00
Topographic Survey	16.00	\$2,896.00		\$0.00		\$0.00		\$0.00				16.00	\$2,896.00
Utility Designation	8.00	\$1,448.00		\$0.00	20.00	\$3,780.00		\$0.00				28.00	\$5,228.00
Utility Testholes	8.00	\$1,448.00		\$0.00	40.00	\$7,560.00		\$0.00				48.00	\$9,008.00
Right of Way	16.00	\$2,896.00		\$0.00		\$0.00		\$0.00				16.00	\$2,896.00
	64.00	\$11,584.00	0.00	\$0.00	60.00	\$11,340.00	0.00	\$0.00				124.00	\$22,924.00
Service Items 201-220													
	Mapping Technician		PSM		Survey PM		Survey Coord		SUE Coord		SUE PM		
	\$97.00		\$234.00		\$134.00		\$94.00		\$94.00		\$205.00		
	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Subtotal - Hours	Subtotal - Fee
	Service Item												
Survey Control	4.00	\$388.00	1.00	\$234.00	1.00	\$134.00		\$0.00		\$0.00		6.00	\$756.00
Topographic Survey	12.00	\$1,164.00	1.00	\$234.00	1.00	\$134.00		\$0.00		\$0.00		14.00	\$1,532.00
Utility Designation	8.00	\$776.00	1.00	\$234.00	1.00	\$134.00		\$0.00		\$0.00		10.00	\$1,144.00
Utility Testholes	5.00	\$485.00	1.00	\$234.00	1.00	\$134.00		\$0.00		\$0.00		7.00	\$853.00
Right of Way	12.00	\$1,164.00	2.00	\$468.00	1.00	\$134.00		\$0.00		\$0.00		15.00	\$1,766.00
MOT/Permitting													\$1,000.00
	41.00	\$3,977.00	6.00	\$1,404.00	5.00	\$670.00	0.00	\$0.00	0.00	\$0.00	0.00	52.00	\$7,051.00
Total Fee													\$29,975.00

Attachment C Geotech Proposal

November 15, 2024

Black & Veatch

201 South Orange Avenue, Suite 500
Orlando, Florida 32801

Attention: Ms. Jessica Hernandez Rebollo
Civil Engineer, Water

RE: Geotechnical Engineering Fee Proposal for
Cocoa Beach Gravity Sewer Replacement
City of Cocoa Beachy, Florida
NADIC Project No. PQ.GEO-CV24071

Dear Ms. Rebollo:

As per your email dated November 14, 2024, **Nadic Engineering Services, Inc. (NADIC)** is pleased to provide this Fee Proposal for design and construction of a proposed Sewer Pipeline Replacement at two (2) locations in the City of Cocoa Beach. The two (2) locations are designated as follows:

- Area 1: At the intersection of North Atlantic Avenue and Wakulla Lane for an approximate replacement length of about 50 linear feet (LF).
- Area 2: At the intersection of North Banana River Boulevard and West Columbia Lane for an approximate length of about 50 LF.

This proposal presents our understanding of the project, our recommended scope of services, cost and schedule for providing these services.

The purpose of this investigation will be to explore the soil and groundwater conditions at the sites and to use the information obtained to provide geotechnical engineering recommendation for engineering design and construction effort for the proposed Sewer Replacement at two (2) locations. Our recommended scope of services includes the following:

- 1) Coordinate boring location, including field reconnaissance, mark boring location at the sites.
- 2) Coordinate clearance and meetings with utility locators.
- 3) Mobilize truck mounted drill rig and personnel.
- 4) Perform a total of two (2) Standard Penetration Test (SPT) borings to a depth of 15 feet each, as requested.
- 5) Collect groundwater level measurement and estimate normal wet seasonal high groundwater table.
- 6) Backfill soil borings with like insitu materials removed.
- 7) Visually examine all recovered soil samples in accordance to ASTM D2487 and perform laboratory tests on selected representative soil samples. The laboratory testing shall include Sieve analysis, Atterberg limits, organic content and natural moisture content, as appropriate.
- 8) Incorporate the results of the field and laboratory testing in a formal report with engineering evaluation and recommendations for site preparation, fill placement and compaction, including:
 - Site preparation including excavation techniques, expectations, depth of removal and over-excavation, safe slopes for any permanent cuts or fills, and improvements of in-situ soils, if applicable.
 - Support of excavations including protection of existing adjacent utilities/structures during construction, lateral pressures for design of excavation support systems and any displacement monitoring recommendations.

- Constructability considerations including temporary excavation slopes, sheeting and shoring/cofferdams, traffic control/maintenance, excavatability, possibility of heave of excavation bottoms, and applicable dewatering issues and methods.
- Influence of expansive soils, if encountered, on foundation design and recommendations to mitigate harmful effects.
- Backfill materials including onsite availability, recommended index properties, aggregate gradations, classifications in accordance with ASTM D2487 and moisture and density compaction criteria.
- Compaction characteristics and suitability of onsite soils for use as engineered and other fills and other pertinent earthwork recommendations, including shrinkage factors.
- Possible effects of pipeline or tunnel construction on the surface and subsurface facilities in the alignment and recommended measures to control detrimental effects or ground subsidence.
- Any other geological or geotechnical recommendations considered by the geotechnical engineer to be pertinent to the project.

In accordance with the proposed scope of services and unit prices, we estimate the total (Not-To-Exceed) cost for our geotechnical services to be **\$10,506.39**. Our schedule to complete the described work will be five (5) working weeks from your written notice to proceed.

The fee presented above does not include environmental investigation and evaluation. However, if visible contamination is noticed, it shall be reported to Black & Veatch. In case, potential contamination is observed, **NADIC** will present a proposal for the additional cost.

NADIC appreciates the opportunity of working with you, Black & Veatch and the City of Cocoa Beach on this project. If you have any questions regarding this proposal, or if we may be of further assistance, please do not hesitate to contact the undersigned.

Sincerely,

NADIC ENGINEERING SERVICES, INC.



Godwin N. Nnadi, Ph.D., P.E.

Principal Engineer

Attachment: Attachment A – Computation of Geotechnical Cost

**ATTACHMENT A - COMPUTATION OF GEOTECHNICAL COST
COCOA BEACH GRAVITY SEWER REPLACEMENT
CITY OF COCOA BEACH, FLORIDA**

Component/Unit Description	UNIT	SEWER REPLACE	QTY	RATE	SEWER REPLACE	TOTAL COST
I. FIELD EXPLORATION:						
1. Crew & Equipment Mobilization:						
Mud Bug Rig Mobilization	Ea.		0	\$750.00		\$0.00
Truck Rig Mobilization	Ea.	1.0	1	\$565.00	\$565.00	\$565.00
Barge/Amphibious Mobilization - Ramp	Ea.		0	\$12,500.00		\$0.00
MOT Portable Safety Sign	Ea.	6	6	\$65.00	\$390.00	\$390.00
MOT Arrow Board	Ea.		0	\$150.00		\$0.00
MOT Attenuator Truck	Hr		0	\$270.00		\$0.00
MOT Channelization Cones (each)	Ea.	30	30	\$6.00	\$180.00	\$180.00
Support Truck	Hr	12	12	\$120.00	\$1,440.00	\$1,440.00
GPS Unit	Day	1	1	\$110.00	\$110.00	\$110.00
MOT Traffic Control Officer	Hr		0	\$85.00		\$0.00
2. Standard Penetration Test Borings(ASTM D-1586):- Truck Drill Rig						
SPT Truck 0-50 Ft	LF	30	30	\$18.50	\$555.00	\$555.00
SPT Truck 50-100 Ft	LF		0	\$20.00		\$0.00
6. Auger Borings(ASTM D-1452):						
401-Geo Auger Borings-H& Truck/Mud Bug	LF		0	\$13.00		\$0.00
402-Geo Auger Borings-Track	LF		0	\$25.00		\$0.00
9. Truck and Crew:						
Drill Rig and Crew – Truck/Mud Bug (2 person)	Hr	2	2	\$300.00	\$600.00	\$600.00
Drill Rig and Crew – Truck/Mud Bug (3 person)	Hr		0	\$375.00		\$0.00
14. Site Reconnaissance/Utility Coordination/Boring Location:						
a. - Engineer	hrs.	1	1	\$108.42	\$108.42	\$108.42
b. -Sr. Engineering Tech	hrs.	8	8	\$79.50	\$636.00	\$636.00
19. Pavement Cores:						
	Ea.		0	\$280.00		\$0.00
Totals for Field Exploration					\$4,584.42	\$4,584.42

**ATTACHMENT A - COMPUTATION OF GEOTECHNICAL COST
COCOA BEACH GRAVITY SEWER REPLACEMENT
CITY OF COCOA BEACH, FLORIDA**

Component/Unit Description	UNIT	SEWER REPLACE	QTY	RATE	SEWER REPLACE	TOTAL COST
II. LABORATORY TESTING:						
1. Visual Exam./Stratify(ASTM D-2488): -Senior Technician.	hrs.	0.5	0.5	\$79.50	\$39.75	\$39.75
2. Grain Size Analysis:						
822- Soils Particle Anlys AASHTO T99 No Hydrome	Ea.	3	3	\$120.00	\$360.00	\$360.00
812 -Soils Material Finer then 200 sieve FM 1-T011	Ea.		0	\$55.00		\$0.00
819-Soil Organic Content Ignition FM 1-T 267:	Ea.	1	1	\$55.00	\$55.00	\$55.00
826-Soil Plastic Limit & Plasticity Index AASHTO T	Ea.	2	2	\$55.00	\$110.00	\$110.00
811-Soil Liquid Limit AASHTO T89:	Ea.	2	2	\$55.00	\$110.00	\$110.00
816-Soil Moisture Content AASHTO-T265):	Ea.	3	3	\$18.50	\$55.50	\$55.50
805-Soils Corrosion Series FM 5-550 to 5-553: (pH, Sulfate, Chloride, Resistivity)	Ea.		0	\$215.00		\$0.00
Totals for Laboratory Testing					\$730.25	\$730.25
III. ENGINEERING AND TECHNICAL SERVICES:						
1. Principal Engineer:	hrs.	1	1	\$238.30	\$238.30	\$238.30
2. Senior Engineer:	hrs.		0	\$199.70		\$0.00
3. Project Engineer:	hrs.	18	18	\$170.19	\$3,063.42	\$3,063.42
4. Engineer:	hrs.	8	8	\$108.42	\$867.36	\$867.36
5. Cadd/Computer Technician	hrs	6	6	\$90.94	\$545.64	\$545.64
6. Senior Engineering Technician:	hrs.	6	6	\$79.50	\$477.00	\$477.00
7. Secretarial/Clerical:	hrs.		0	\$67.28		\$0.00
Totals for Engineering and Technical Services			39		\$5,191.72	\$5,191.72
Totals for all Services					\$10,506.39	\$10,506.39

Attachment D
Detailed Fee Table

		Staffing Summary										Hours	Labor	Subcontract Summary		Subcontracts	Travel Expenses	Project Total
	Client Position	Principle-In-Charge	Sr. Project Manager	Sr. Project Controls	Accountant	Sr. Cost Estimator	Sr. Engineering Manager	QA/QC Manager	Design Engineer	Sr. Engineer I	CADD Technician I			L&S	Nadic			
	HOURS\ COST TOTALS IN USD \$:	6	39	18	18	60	102	7	287	9	158	704		\$ 29,975.00	\$ 10,506.39	\$ 40,481.39		
	BILLING RATE IN USD \$\ MARKUP:	\$ 358.80	\$ 291.20	\$ 197.60	\$ 126.88	\$ 281.84	\$ 270.40	\$ 319.28	\$ 151.84	\$ 218.40	\$ 130.00			0.00%	0.00%			
	CONTRACT TOTALS IN USD \$:	\$ 2,152.80	\$ 11,356.80	\$ 3,556.80	\$ 2,283.84	\$ 16,910.40	\$ 27,580.80	\$ 2,234.96	\$ 43,578.08	\$ 1,965.60	\$ 20,540.00		\$ 132,160.08	\$ 29,975.00	\$ 10,506.39	\$ 40,481.39	\$ 1,920.00	\$ 174,561.47
Task	Description																	
Task 1	Project Administration																	
1/.01	Project Management	2.00	18.00	18.00	18.00		4.00		9.00			69.00	\$ 14,248.00					\$ 14,248.00
	Task 1 Subtotals	2.00	18.00	18.00	18.00		4.00		9.00			69.00	\$ 14,248.00					\$ 14,248.00
Task 2	Kickoff and Data Collection																	
2/.01	Project Kickoff Meeting	1.00	1.00				1.00		2.00			5.00	\$ 1,224.08					\$ 1,224.08
2/.02	Data Collection and Review						1.00		14.00			15.00	\$ 2,396.16					\$ 2,396.16
	Task 2 Subtotals	1.00	1.00				2.00		16.00			20.00	\$ 3,620.24					\$ 3,620.24
Task 3	Survey, SUE and Geotech																	
3/.01	Survey and SUE Services		1.00						8.00			9.00	\$ 1,505.92	\$ 29,975.00		\$ 29,975.00		\$ 31,480.92
3/.02	Geotechnical Services		1.00				2.00		4.00			7.00	\$ 1,439.36		\$ 10,506.39	\$ 10,506.39		\$ 11,945.75
	Task 3 Subtotals		2.00				2.00		12.00			16.00	\$ 2,945.28	\$ 29,975.00	\$ 10,506.39	\$ 40,481.39		\$ 43,426.67
Task 4	Construction Documents																	
4/.01	60% Design		1.00			36.00	17.00	3.00	47.00	6.00	54.00	164.00	\$ 31,458.96					\$ 31,458.96
4/.02	90% Design (Issued for Permitting)		1.00			16.00	13.00	3.00	33.00	2.00	40.00	108.00	\$ 19,921.20					\$ 19,921.20
4/.03	100% Final Design Submittal (Issued for Bidding)		1.00			8.00	8.00	1.00	39.00	1.00	20.00	78.00	\$ 13,768.56					\$ 13,768.56
4/.04	Design Progress and Review Meetings	2.00	6.00				6.00		11.00			25.00	\$ 5,757.44					\$ 5,757.44
	Task 4 Subtotals	2.00	9.00			60.00	44.00	7.00	130.00	9.00	114.00	375.00	\$ 70,906.16					\$ 70,906.16
Task 5	Permitting Services																	
5/.01	FDOT Permit		1.00				2.00		12.00			15.00	\$ 2,654.08					\$ 2,654.08
5/.02	FDEP Permit						2.00		12.00			14.00	\$ 2,362.88					\$ 2,362.88
5/.03	City of Cocoa Beach Right of Way Permit						2.00		12.00			14.00	\$ 2,362.88					\$ 2,362.88
	Task 5 Subtotals		1.00				6.00		36.00			43.00	\$ 7,379.84					\$ 7,379.84
Task 6	Bidding Services																	
6/.01	Pre-Bid Conference						8.00					8.00	\$ 2,163.20				\$ 240.00	\$ 2,403.20
6/.02	Bidder Questions and Addenda		1.00				2.00		8.00			11.00	\$ 2,046.72					\$ 2,046.72
6/.03	Bid Evaluations		1.00				1.00		4.00			6.00	\$ 1,168.96					\$ 1,168.96
	Task 6 Subtotals		2.00				11.00		12.00			25.00	\$ 5,378.88				\$ 240.00	\$ 5,618.88
Task 7	Construction Administration Services																	
7/.01	Conformed Contract Documents						1.00		8.00		18.00	27.00	\$ 3,825.12					\$ 3,825.12
7/.02	Pre-Construction Meeting		4.00				8.00					12.00	\$ 3,328.00			\$ 480.00		\$ 3,808.00
7/.03	Construction Submittals						2.00		13.00			15.00	\$ 2,514.72					\$ 2,514.72
7/.04	Requests for Information						2.00		5.00			7.00	\$ 1,300.00					\$ 1,300.00
7/.05	Construction Progress Meetings & Site Visits						8.00		17.00			25.00	\$ 4,744.48				\$ 720.00	\$ 5,464.48
7/.06	Change Orders	1.00	2.00				2.00		9.00			14.00	\$ 2,848.56					\$ 2,848.56
7/.07	Substantial and Final Completion Inspection						8.00		9.00			17.00	\$ 3,529.76			\$ 480.00		\$ 4,009.76
7/.08	Record Drawings						2.00		11.00		26.00	39.00	\$ 5,591.04					\$ 5,591.04
	Task 7 Subtotals	1.00	6.00				33.00		72.00		44.00	156.00	\$ 27,681.68				\$ 1,680.00	\$ 29,361.68

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Public Works /
Brad Kalsow, Director of Water Reclamation

MEETING DATE

December 5, 2024

REQUESTED MOTION/ACTION

Approve the purchase of the Cocoa Isles Playground equipment replacement project in the amount of \$76,291.

This is a budgeted item.

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

Recommendation: Approve

Staff Representative:

Recommendation:

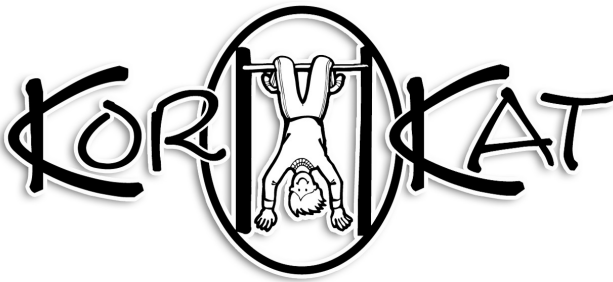
IS THIS ITEM BUDGETED (IF APPLICABLE)?

\$84,343 is budgeted this fiscal year for this project.

BACKGROUND:

The existing Cocoa Isles Playground is the last in the City with metal pipe and platforms to be replaced. The new playground will be built out of recycled plastic material, making it more durable and resistant to our corrosive atmosphere. The playground will be ADA-accessible. The drawings and renderings are attached with this agenda item.

The existing playground will be demoed by City staff and our vendor will come in behind to install the new equipment.



Lanier Plans, Inc. dba KorKat
221 Cable Industrial Way
Carrollton, GA 30117
770-214-9322

Estimate

Date 11/25/2024 Estimate # 55181

PLAYGROUNDS & SITE AMENITIES

Name & Address for Bill To:

City of Cocoa Beach
PO Box 3224
Cocoa beach, FL 32932

Ship To

Cocoa Isles Park
904 Samar Rd
Cocoa Beach, FL 32931

Project or PO #				Rep
				KL
Item	Description	Qty	Cost	Total
GFP-30282	RECYCLED PLAYGROUND FOR AGES 2-12	1	31,588.00	31,588.00T
TFR3502XX	3.5" ARCH SWING FRAME 2-BAY	1	4,368.00	4,368.00T
90015208XX	BELT SEAT BAY - 8' - PLASTISOL CHAIN	1	569.00	569.00T
90015230XX	8' FULL BUCKET SEAT WITH PLASTISOL CHAIN SET	1	791.00	791.00T
PLD0018XX	3.5" STANDARD INCLUSIVE TEAM SWING	1	4,411.00	4,411.00T
90022004XX	4' BLACK LANDSCAPE TIMBER KIT	100	94.80	9,480.00T
TFR0591XX	ADA ACCESSIBLE RAMP SYSTEM - HALF SYSTEM	2	1,188.00	2,376.00T
	SUBTOTAL			53,583.00
DISCOUNT	DISCOUNT		-2,205.00	-2,205.00
INSTALL-PLAYGROUND	INSTALL-PLAYGROUND	1	18,755.00	18,755.00
ENGINEERED DRAWINGS	ENGINEERED DRAWINGS	2	1,250.00	2,500.00
PERMITTING	MINIMUM PERMITTING FEE - PERMIT FEES (WHICH COULD INCLUDE ADDITIONAL ENGINEERING COSTS, SITE PLANS OR PERMIT RUNNER FEES) OVER \$1,200.00 WILL BE THE RESPONSIBILITY OF THE CUSTOMER WITH PROOF OF RECEIPTS FOR ALL CHARGES.	1	1,200.00	1,200.00
FREIGHT	SHIPPING & HANDLING	1	2,458.00	2,458.00
	NOTES: CUSTOMER IS RESPONSIBLE FOR REMOVAL OF ALL EQUIPMENT AND CONCRETE PRIOR TO OUR ARRIVAL. CUSTOMER IS ALSO RESPONSIBLE FOR SAFETY SURFACING. TIMBERS AND RAMPS WILL ACCOUNT FOR TWO AREAS WITH MINIMUM USE ZONE FOR THE EQUIPMENT PURCHASED. ACTUAL AREA MAY BE LARGER AND MORE TIMBERS OR RAMPS COULD BE ADDED AT THE QUANTITY NEEDED FOR THE AREA.			

Prices quoted are good for 15 days and are subject to total purchase except for shipping which is subject to market changes. Installation price assumes normal soil conditions and does not include rock excavation, unforeseen conditions, or replacement of bad soil conditions. Any additional work will be priced prior to the continuation of installation.

Please note that a 50% deposit is due at the time of order with any estimate that includes installation. Payment of 100% is due at the time of order for all equipment purchases without installation.

Phone #

Fax #

E-mail

Total

770-214-9322 770-214-9323

Braelyn@KorKat.com

Signature



Estimate

Name & Address for Bill To:**Ship To**

Cocoa Isles Park
904 Samar Rd
Cocoa Beach, FL 32931

Prices quoted are good for 15 days and are subject to total purchase except for shipping which is subject to market changes. Installation price assumes normal soil conditions and does not include rock excavation, unforeseen conditions, or replacement of bad soil conditions. Any additional work will be priced prior to the continuation of installation.

Phone #

Fax #

E-mail

Total

\$76,291.00

770-214-9322 770-214-9323

Braelyn@KorKat.com

Signature







Rendering for representation purposes only. Actual equipment and colors may vary.



COCOA ISLES PARK
KT3-61635

Posts: Gray
Post Caps: Blue
Metals: Red
Plastics: Blue

Panels: Blue
HDPE Panels: Blue/ White
Roof: Blue
Decks: Gray



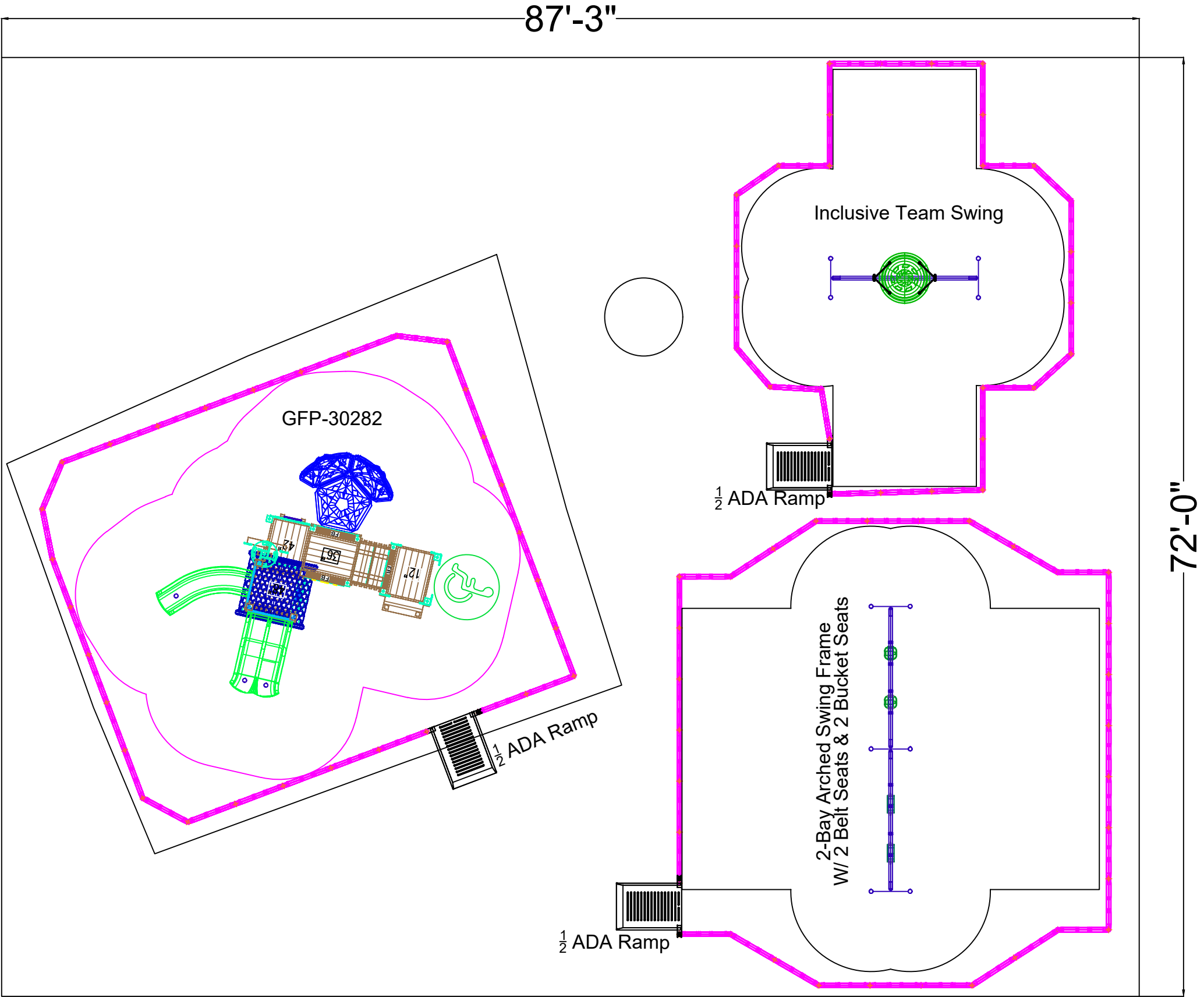
Rendering for representation purposes only. Actual equipment and colors may vary.



COCOA ISLES PARK
KT3-61635

Posts: Gray
Post Caps: Blue
Metals: Red
Plastics: Blue

Panels: Blue
HDPE Panels: Blue/ White
Roof: Blue
Decks: Gray



Project Name: Cocoa Isles Park		Surfacing: None Provided		Notes:	This design is the property of KorKat and may not be reproduced or used in any manner without the expressed written consent of KorKat.	C:\Users\landread\Desktop\CAD Templates_KORKAT-Shadow Best.jpg
Site Plan: SP-61918		Area: 6,285 SF.	Perimeter : 319'			
Date: 11-18-2024		Fall Height: 8'	Scale:			
Drawn by: Jera Wein		Timbers: 90				

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